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ABSTRACT

This document presents the agreement between Rider College (New Jersey) and the Rider College Chapter of the American Association of University Professors for 1988 through 1991. It covers the following 35 articles: recognition of unit; non-discrimination; affirmative action; academic freedom; Association privileges; definition of ranks; appointments; promotion and tenure; dismissal and suspension; annual reappointment and non-reappointment of non-tenured bargaining unit members; department chairpersons; academic governance; personnel files; lay-off; professional athletic staff; part-time faculty; evaluation; past practices; management rights; agency rights; grievance and arbitration procedure; no strike, no lockout; general work conditions; open classroom; workload; outside employment; research and enrichment; patent policy; sick leave; compensation and employee benefits; salary adjustment; retirement age and retirement benefits; separability; length of contract, future negotiations; and enforceability. Appendixes cover tuition remission, attendance at other accredited institutions, attendance at Rider College, and resolution of disagreements. (JB)

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ED333796

# AGREEMENT

# 1988 - 1991

# BETWEEN

# RIDER COLLEGE

# AND

# THE

# RIDER COLLEGE CHAPTER OF THE

# AMERICAN ASSOCIATION OF

# UNIVERSITY PROFESSORS

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THIS AGREEMENT made and entered into as of the 1st day of September, 1988, by and between RIDER COLLEGE (hereinafter sometimes referred to as the "College") and the RIDER COLLEGE CHAPTER of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter sometimes referred to as the "AAUP").

## PREAMBLE

The purpose of this Agreement is to provide the members of the bargaining unit and Rider College with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

## ARTICLE I

## RECOGNITION OF UNIT

The College recognizes AAUP as the sole and exclusive bargaining representative of all full-time faculty members; part-time faculty members who are currently teaching at the College and only for the period during which they are teaching; full-time librarians; clinicians in the Reading Clinic who are substantially involved in the teaching and evaluation of Rider College undergraduate and graduate students; regular part-time librarians; and members of the athletic staff with a minimum of a baccalaureate degree, including seasonal athletic staff who have completed one (1) seasonal appointment and are serving a second or subsequent appointment but excluding all other seasonal athletic staff. Also excluded are all officers of the College, Deans, Associate Deans, Assistant Deans, Department Chairpersons, Acting Department Chairpersons, all Assistants to Deans, military personnel serving in the Department of Military Science, the Director of Library Services, the Associate Director of Library Services, the Director and Assistant Director of Athletics, and faculty holding visiting rank, with such appointments being for a period not to exceed one (1) year and reappointment for the subsequent academic year to be as a bargaining unit member, clerical library staff employees, temporary librarians (not to exceed one (1) year of employment), and further excluded are all other employees of the College not specifically referred to herein. Also excluded from the bargaining unit shall be non-teaching personnel whose employment is funded by contract with an outside agency.

## ARTICLE II

## NON-DISCRIMINATION

There shall be no discrimination against any bargaining unit member or against any applicant for employment by reasons of race, creed, marital status, color, age, sex, religion, national origin, citizenship, relationship with any other persons employed by the College, sexual or affectional preference, membership in or activity

on behalf of AAUP except as provided in Article XX, "Agency Rights," or use of the grievance procedure.

## ARTICLE III

## AFFIRMATIVE ACTION

There shall be a standing Affirmative Action Committee, comprised of six (6) members, with three (3) members representing the College and three (3) members representing the AAUP.

The Committee's functions are as follows:

A. Plan Development

Whenever updatings or other revisions of the Rider College Affirmative Action Plan are necessary, the Committee shall develop these revisions insofar as they pertain to the bargaining unit for submission to the Board of Trustees for approval. In the event a majority of the Committee is unable to agree upon appropriate revisions, more than one revision proposal may be submitted to the Board of Trustees for consideration. The College shall be free to meet its legal obligation to adopt an appropriate Affirmative Action Plan for the College, provided that such plan shall not be inconsistent with the terms and provisions of this Agreement, except as may be required by law.

B. Monitoring

The Committee shall meet regularly to monitor the Rider College Affirmative Action Plan insofar as such plan pertains to members of the bargaining unit and the process of implementation of the Affirmative Action Plan. Monitoring shall conform to the monitoring guidelines established in the Affirmative Action Plan and to any additional guidelines established by the Committee.

C. Conduct of Business

1. Meetings
The Committee shall meet periodically to conduct its business and may, at its discretion, invite other members of the College community to join it for consideration of issues before it. The Committee shall

maintain close contact with the Affirmative Action Officer of the College.

2. Negotiations With Government Agencies
In the event that any governmental agency seeks to negotiate any Affirmative Action Plan or settlement of any charges alleging discriminatory acts in violation of Article II of this Agreement, or to conciliate any dispute under any State or Federal law relating to alleged discriminatory acts set forth in Article II, the College shall notify the AAUP in advance of such negotiations and shall, in writing, advise the appropriate governmental agency of this collective bargaining agreement.

3. Grievances Under This Article
Grievances arising under this Article may be processed through the first two steps of the grievance procedure set forth in Article XXI, but may not be referred to outside arbitration. However, complaints alleging a failure to adhere to the procedures set forth in this Article may be submitted to outside arbitration. A grievant may not file a complaint on affirmative action with a government agency simultaneously with pursuing a grievance under Article XXI unless failure to do so would mean loss of the right to file such a complaint.

## ARTICLE IV

## ACADEMIC FREEDOM

As members of the community, bargaining unit members have the rights and obligations of all citizens. They measure the importance of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. As citizens engaged in a profession that depends upon freedom for its health and integrity, bargaining unit members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Except for reasons that constitute proper cause for discipline under any other provision of this Agreement, the College will not threaten,

coerce, or discipline members of the bargaining unit because of what they say or what they do as private citizens, for promoting and preserving the conditions of free inquiry necessary to fulfill the obligations of their academic disciplines, or for discharging their responsibilities to their students, to their colleagues, to their professions, or to their institution.

## ARTICLE V

## ASSOCIATION PRIVILEGES

### A. Office and Meeting Facilities

The AAUP shall be entitled to private office space similar to the space it presently occupies. In addition, the AAUP shall be permitted use of appropriate facilities at the College for its larger meetings, so long as such facilities are available and not committed to other purposes and the AAUP complies with the rules and regulations relating to the use of such facilities applicable to all members of the College community.

### B. Bulletin Boards

The AAUP shall be entitled to post notices of its activities and matters of AAUP concern on bulletin boards at locations agreed upon between the AAUP and the College.

### C. Use of Mailroom Facilities

The AAUP shall be entitled to use College mailroom facilities for the internal distribution of AAUP communications provided that this shall not interfere with or interrupt normal College operations, or for external distribution provided AAUP pays U.S. postal charges. All such communications shall be dated and identified as AAUP communications.

### D. Use of Other College Services

The AAUP shall be entitled to the privilege of contracting for College duplicating, printing, audio-visual, photographic, computer, address label and food services, and such other services as may be contracted for by other campus organizations. Charges for such services shall be

those in effect for all campus organizations and shall be billed on a monthly basis.

E. Directory Listing

The office, telephone numbers, and the AAUP's administrative assistant shall be listed in the Rider College Personnel Directory.

F. Membership List

The College shall provide the AAUP with a complete list of members of the bargaining unit by October 1 and by March 1 of each year. The information provided shall include the bargaining unit member's name, rank, department, salary, and for full-time members of the bargaining unit, date of commencement of employment. The College shall provide the AAUP with information necessary for it to process grievances adequately and administer the terms of this Agreement, upon written request for such information from the AAUP.

## ARTICLE VI

## DEFINITION OF RANKS

A. Ranking System for Classroom Faculty

All instructional appointments shall be to a designated faculty rank either as described in this Article or in accordance with the provisions of Article VIII ("Promotion and Tenure").

These ranks will be awarded on the basis of the standards described below. Newly hired faculty with previous experience and advanced training may be appointed to any rank, depending on their qualifications.

1. Lecturer
Appointments to faculty rank with the designation "Lecturer" shall be limited to those possessing specialized knowledge or skills without the usual regard for academic degrees. Such appointments shall be made on a year-to-year basis for a period which shall not, for full-time appointments, exceed six (6) successive academic years. Such appointees shall be subject to evaluations for reappointment as set forth in Article X ("Annual Reappointment and Non-Reappointment

of Non-Tenured Bargaining Unit Members"). In addition, during their third successive year of academic employment within the rank of Lecturer, such appointees shall undergo a comprehensive evaluation by members of the appropriate department which evaluation shall be comparable to that undertaken for consideration of promotion to the rank of Assistant Professor II. This comprehensive evaluation shall be for the purposes of aiding the College in determining whether such Lecturers shall be retained in such rank and assisting such Lecturers in their professional development. During the sixth year of full-time appointment (which may include up to three [3] years of full-time teaching at another institution) within the rank of Lecturer, an individual must either achieve promotion to the rank of Associate Professor with tenure or receive a terminal appointment for the seventh year.

2. Instructor

Appointments to faculty rank made during the term of this Agreement, with the designation "Instructor" shall be limited to individuals who, at the time of their appointment, have completed all course work for the applicable terminal degree or are "ABD." Such appointments shall only be made with the mutual agreement of the dean and the applicable department. Up to two (2) annual appointments may be made for such an individual and they shall be non-tenure track appointments. The regular probationary period for such individuals shall begin not later than the September of the year following completion of the appropriate terminal degree. At the expiration of an appointee's pre-probationary period as described herein, such individual may be assigned to the rank of Assistant Professor I only with the mutual agreement of the dean and the department. Individuals who are appointed Instructors shall, upon receiving the appropriate terminal degree, be promoted to Assistant Professor I, without having to apply for promotion under Article VIII. In such cases, the promotion to Assistant Professor I shall be subject only to the procedures for annual reappointment under Article X. Pre-probationary appointments, as described in this Section, shall not constitute grounds for a claim by the individual or the AAUP that teaching during

the pre-probationary period may be counted towards the probationary period.

3. Assistant Professor

Appointment or promotion to the rank of Assistant Professor shall be either a first-term appointment (Assistant Professor I) or a second-term appointment (Assistant Professor II). For an appointment to Assistant Professor I, the person should possess an appropriate terminal degree or qualification and appropriate graduate education. This appointment shall be made on a year-to-year basis for a period not to exceed three (3) years at which time the individual will be given a second-term appointment to this rank or a terminal contract. For annual reappointment to Assistant Professor I, the person must fulfill the requirements and procedures of Article X.

For appointment or promotion to a second term appointment to the rank of Assistant Professor II, the person must possess the appropriate terminal degree or qualification and two (2) years of acceptable teaching experience including scholarly activities. A second-term appointment shall be for a period not to exceed three (3) years at which time the individual will be promoted to the rank of Associate Professor or given a terminal contract. A person hired at the rank of Assistant Professor I, with either one (1) or two (2) years full-time teaching experience prior to coming to Rider College, shall apply during his/her second year at Rider for a second-term appointment to take effect in his/her third year. Persons appointed or promoted to a second-term appointment to Assistant Professor II shall not be subject to annual evaluation for purposes of annual reappointment, but shall undergo such evaluation as is deemed necessary by the candidate and the department to prepare documentation required for promotion to Associate Professor with tenure.

4. Associate Professor

The rank of Associate Professor is the first senior rank of faculty at Rider College. This rank or the rank of Professor is normally held by all tenured faculty. Standards for persons holding this rank include appropriate graduate education, appropriate terminal degree or

qualification as defined above, and a record of effective teaching, scholarly activity in the field of specialization, and value to the department, school, and College. Normally, scholarly activity shall include completed work which shall be evaluated by the department. While research in progress shall be evaluated, this research must have reached a sufficient point of completion to provide the department a basis to judge the merits of that research. In the event that a candidate submits only uncompleted work as evidence of scholarly achievement in application for this promotion, the department shall thoroughly describe the basis by which this work has been evaluated and a recommendation reached.

5. Professor

The rank of Professor is the highest faculty rank at Rider College. Those who hold this rank are expected to exemplify distinguished achievement in the areas of classroom teaching, scholarly activities, and value to a department, a school, and the College. Distinguished achievement shall be characterized by teaching that is consistently exemplary, by scholarship that is ongoing and mature in nature, and by value that is sustained and varied.

6. Adjunct, Acting, and Visiting

a. Appointments to faculty rank with the special designation "Adjunct" shall be limited to part-time appointments made on a semester-by-semester basis. Bargaining unit members holding adjunct faculty rank shall be assigned such rank in and assigned to a department, program, or division within a school of the College. Persons with appropriate academic qualifications may be appointed Adjunct Lecturer, Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor on a part-time basis, as needed.

b. Appointments to faculty rank with the special designation "Acting" shall be limited to temporary full-time appointments as provided for in Article VII, Section B.

c. Appointments to faculty rank with the special designation "Visiting" shall be limited to individuals deemed to be distinguished faculty on leave of absence or holding emeritus status from another institution. Such appointments shall not extend beyond one academic year without the concurrence of the AAUP.

B. Ranking System for Librarians

Librarians shall hold a faculty rank as well as the title of Librarian, e.g., Assistant Professor-Librarian. Librarians shall be appointed and/or promoted to one (1) of five (5) ranks: (a) Instructor-Librarian; (b) Assistant Professor I-Librarian; (c) Assistant Professor II-Librarian; (d) Associate Professor-Librarian; (e) Professor-Librarian.

These ranks will be awarded on the basis of the standards described below. Newly hired librarians with previous experience and advanced training may be appointed to any rank, depending upon their qualifications.

1. Instructor-Librarian

Librarians who have not completed a graduate degree in a subject field other than Library Science may, with the mutual agreement of the Director of Library Services and the librarians, receive up to two (2) annual pre-probationary appointments, which shall be non-tenure track appointments. The regular probationary period for such individual shall begin not later than the September of the year following completion of a graduate degree in a subject field (other than Library Science). At the expiration of an appointee's pre-probationary period as described herein, such individual may be assigned to the rank of Assistant Professor I-Librarian only with the mutual agreement of the Director of Library Services and the librarians, but the other provisions of Section B shall apply. Pre-probationary appointments, as described in this Section, shall not constitute grounds for a claim by the individual or the AAUP that service during the pre-probationary period may be counted towards the probationary period.

2. Assistant Professor I-Librarian
The minimum qualifications for this rank include a master's degree in Library Science (hereinafter the "M.L.S."), prior professional library experience, and demonstrated competence and contributions to the College in performance of assigned jobs, as well as involvement in library activities beyond the scope of the position, and involvement in and contributions to the greater College community. At this rank, possession of a graduate degree in a subject field (other than Library Science) is desirable. Appointment to this rank will be on a year-to-year basis for a maximum of three (3) years, at which time the individual will be given a second term appointment (Assistant II), or a terminal appointment.

3. Assistant Professor II-Librarian
The minimum qualifications for this rank include the M.L.S., a graduate degree in a subject field (other than Library Science) and demonstrated continuing professional growth and development. A second term appointment (Assistant II) will be for a period not to exceed three (3) years, at which time the individual will be promoted to the rank of Associate Professor-Librarian or given a terminal appointment.

4. Associate Professor-Librarian
This is the first senior rank of librarians at Rider College. The minimum qualifications for this rank include the M.L.S., a graduate degree in a subject field (other than Library Science), demonstrated evidence of scholarly activities and contributions to the library profession, and effective support of the teaching-learning process at Rider College, as well as value to the Library and College.

5. Professor-Librarian
The rank of Professor-Librarian is the highest rank of librarian at Rider College. Persons holding this rank must document distinguished achievement in the areas of support of the teaching-learning process, scholarly activity and value to the Library, schools, and the College. Distinguished achievement shall be characterized by support of the teaching-learning process that is consistently exemplary, by scholarship that is ongoing and mature in nature, and by value that is

sustained and varied. The M.L.S. and a graduate degree in a subject field (other than Library Science) are required.

C. Staff Ranks

Descriptions of titles and ranks for professional athletic staff are set forth in Article XV of this Agreement.

## ARTICLE VII

## APPOINTMENTS

A. Appointment

The following procedures shall apply to all persons appointed by the College to fill full-time bargaining unit positions:

1. Declaration of Vacancies
The members of the department or their representatives shall be responsible for maintaining regular contact with the department chairperson for the purpose of participating in the appointment procedure specified herein. In the event of a vacancy because of the termination, resignation, disability, retirement, or death of a faculty member, the department shall request the dean to fill such vacancy. If there is disagreement over the question of whether or not to fill the vacancy, the Vice President for Academic Affairs and Provost shall convene a meeting of the dean, the department chairperson, and members of the department to discuss the reasons for the disagreement. If the Vice President for Academic Affairs and Provost decides not to fill the vacancy, he/she shall provide in written form the reasons for his/her decision. When such a vacancy is not declared, during the first academic year that such line is open, there will be no restriction on the use of adjunct faculty to fill courses normally assigned to such line. Thereafter, in no case shall the use of adjunct faculty in such instances involve more than 50 percent of the normal load for that vacated line.

2. Designation of Academic Qualifications for a Vacant Position

Upon ascertaining that a vacancy has occurred, the department chairperson shall so advise the members of the department within five (5) working days. The department chairperson, together with the members of the department or its designated committee, shall meet to discuss the academic qualifications of the person required to fill the vacancy. The department chairperson and the members of the department shall forward their recommendation as to the requisite academic qualifications to the dean. Unless the dean disagrees with such recommendation, the College shall, to fill the vacancy, seek candidates who possess the recommended academic qualifications.

In the event that the dean disagrees with the recommendation of the department as to the appropriate academic qualifications for the person required to fill the vacancy, he/she shall so advise the members of the department, and the Vice President for Academic Affairs and Provost shall convene a meeting of the dean, the department chairperson, and the members of the department to discuss the appropriate academic qualifications for the person required to fill the vacancy. The Vice President for Academic Affairs and Provost shall thereafter make a determination as to such qualifications. In the event that the determination of the Vice President for Academic Affairs and Provost as to such qualifications differs from the recommendation of the department, he/she shall provide written reasons for his/her determination.

3. Review of Applications

Following the deadline for receipt of applications, the department chairperson shall notify the members of the department of the availability of the applications for purposes of review. Within ten (10) working days of receipt of such notice from the chairperson, the members of the department or their representative(s) shall have the responsibility to review all applications and provide the chairperson with a written list of preferred candidates, together with the reasons for such indicated preference. However, in the event the dean determines that an earlier response from the department is required, he/she shall so advise the

department, which shall provide such written list and reasons as requested by the dean, but in no event shall the department be required to make such a response in less than five (5) working days. After the expiration of such period, the College shall invite the candidates preferred by the department to the College for interviews. If no list of preferred candidates is received from the members of the department, the College may proceed to fill the vacancy.

4. Ranking of Candidates

The department chairperson and the members of the department shall be provided with opportunities to meet with and interview the invited candidates. Within five (5) working days of the completion of the last interview, the chairperson and those members of the department who have participated in the interviews shall jointly formulate and transmit to the dean a written list of acceptable candidates ranked in order of preference. Such list shall be accompanied by written evaluations of each candidate on the list documenting the reasons for the indicated preferences.

5. Resolution of Disagreements Between the Department and the College Concerning the Ranking of Candidates

The dean and the department chairperson shall discuss such list received from the department and shall accept the department's order of preference for candidates unless the dean determines that there are compelling non-academic reasons such as, e.g., financial considerations, for selecting an alternate candidate from the list. If no such list is received from the members of the department, the College may proceed to fill the vacancy. The dean may also select an alternate candidate from the list if he/she determines that the candidate preferred by the members of the department does not meet the established and stated academic qualifications for the person needed to fill the vacancy.

In the event the dean proposes to select an alternate candidate from the list, as aforesaid, he/she shall provide to the members of the department a written statement of the reasons why non-academic considerations caused him/her to choose an alternate candidate or

why the candidate's failure to meet the stated and established academic qualifications caused him/her to select an alternate candidate. Before the dean extends an offer of appointment to a candidate, he/she shall afford an opportunity to the members of the department to meet with him/her to discuss the matter.

For the purpose of appointing bargaining unit members of the Library and professional athletic staffs, the Director of Library Services and the Director of Athletics shall function in the same manner as both the chairperson and the dean.

B. Temporary Appointments

In the event the College fills a temporary full-time vacancy, as described hereafter, the provisions of this Section shall apply. Temporary appointments made hereunder shall be designated as appointments to the appropriate faculty rank with the designation "Acting" preceding the appropriate rank. Such appointees shall be included in the bargaining unit if the appointment is for a period of one (1) semester or longer. The College shall notify the members of the department and the AAUP, in writing, of its intent to make a temporary appointment hereunder, and shall as may be practical, follow the procedure in Section C of this Article in making such an appointment. The other provisions of this Article, as well as the provisions on reappointment, promotion, and tenure, shall have no application to such appointees. Service as such temporary appointee shall be considered toward fulfilling the requirements for promotion and/or tenure.

Notwithstanding the foregoing, the College may fill vacancies described herein by following the other provisions of this Article.

The vacancies to be filled hereunder are vacancies caused by:

1. Leaves of Absence
Vacancies created by a leave of absence granted to a full-time bargaining unit member, with such temporary appointment to be for no more than the duration of the leave of absence;

2. Disability, Death, or Resignation
Vacancies created by the disability, death, or resignation of a full-time bargaining unit member, when such vacancy occurs less than 145 days prior to the beginning of the term in which the vacancy must be filled, with such temporary appointment to be limited to one (1) full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;

3. Unstaffed Courses and/or Sections
Vacancies created by unstaffed courses and/or sections which become known to the College less than 145 days prior to the beginning of the term in which such courses and/or sections are to be given, with such temporary appointment to be limited to one (1) full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;

4. External Contracts
Vacant teaching positions funded by contract with agencies external to the College with such temporary appointment to be no more than for the duration of the contract funding and any renewal thereof;

5. Inability to Fill a Vacancy
In the event that the College, having followed the other procedures set forth in Section A, does not succeed in employing a person meeting the stated qualifications for the vacancy, such vacancy may be filled by a temporary appointee. Where the appointment is made less than 145 days before the beginning of the term in which the vacancy must be filled, the temporary appointment shall be for a period not to exceed one (1) full year, with a subsequent appointment of such individual to be a regular appointment in accordance with the other provisions of this Article. In cases where multiple vacancies exist within a department, the 145 day restriction in this paragraph shall be waived.

C. Modifications in Appointment Procedures

The parties hereto recognize that resignations and withdrawals of candidates less than 145 days

prior to the beginning of a term and the need to appoint new faculty members because of unforeseen enrollment, induce hardships for both parties to the Agreement. In such cases, the procedures described herein may be modified according to the circumstances. However, the College shall, in any event, request that members of the department meet with and interview candidates, giving to the members of the department or its representatives written notice of the scheduled interview whenever possible (except if it is scheduled less than twenty (20) days prior to the start of classes), and the members of the department shall be responsible for conveying their professional evaluations to the dean as promptly as possible. The members of the department may examine all candidates' credentials and make written recommendations whenever circumstances permit. In any case, when appointments are made under this paragraph, the dean shall, upon request, meet with the members of the department to discuss the basis for the appointment.

D. Review of Credentials and Selection of Part-Time Appointees

In an effort to assemble a list of qualified candidates for appointment to part-time faculty positions, it shall be the responsibility of members of the relevant department to review the credentials and applications of such candidates for part-time employment and to send the credentials of those deemed qualified to the dean(s) for retention in his/her/their office(s). Future initial part-time appointments shall be drawn from the candidates contained in such file unless no candidate from such file is available. When candidates from such file or qualified persons are not available, the College shall proceed to make an initial appointment from candidates not so listed, but shall in such cases provide an opportunity for appropriate consultation with members of the relevant department.

E. Distribution of the Agreement and Initial Letters of Appointment

Terms and conditions of employment of bargaining unit members are set forth in this Agreement and a copy thereof shall be furnished by the College to each newly appointed bargaining unit member. The College shall continue to

furnish to newly appointed members of the bargaining unit initial letters of appointment.

F. Prior Teaching Experience

The College shall provide to each new appointee a statement, agreed upon by the College and the AAUP, setting forth the consequences of a determination with respect to previous teaching experience as it relates to promotion and tenure. Within sixty (60) days of an appointment, the College shall provide to each new member of the bargaining unit a written statement, setting forth (a) the number of years of previous college teaching experience that will be credited toward such individual's completion of the probationary period, and (b) the dates on which such individual will be required to apply for and attain tenure and/or promotion in order to avoid the issuance of a terminal contract by the College. Copies of such written statement shall be forwarded to the AAUP. The number of years of previous college teaching experience and the dates for application for tenure and/or promotion, as set forth in such written statement, shall be binding on the bargaining unit member and the College.

G. Definition of Terminal Year

In cases of either voluntary or involuntary termination of employment, the terminal year shall end on June 30, by which date the faculty member must vacate his/her office and all College privileges will terminate. However, life insurance and medical insurance coverage will be maintained through August 31 of the terminal year.

H. Review of Credentials of Non-Bargaining Unit Members

The procedures under this Article shall apply only to bargaining unit members, but no non-bargaining unit member may teach unless his/her credentials have been examined and approved by the members of the appropriate department. New appointments to faculty rank or changes in existing faculty rank for non-bargaining unit members shall be conferred by the College, consistent with the descriptions of faculty rank as set forth in Article VI.

## ARTICLE VIII

## PROMOTION AND TENURE

A. Committees

1. The Promotion and Tenure Committee
In each school in which there are members of the bargaining unit who are tenurable, a Promotion and Tenure Committee shall be established consisting of the Vice President for Academic Affairs and Provost, the Associate Provost, the dean of the school, three (3) full-time tenured members of the bargaining unit of the school, and a tenured member of the bargaining unit at large, who shall be nominated by the bargaining unit members of the College Academic Policy Committee and elected by members of the bargaining unit for a term of two (2) years. Such tenured member of the bargaining unit at-large shall not be a candidate for promotion during this term of office.

Such tenured member of the bargaining unit at-large shall serve as Chairperson and Convenor of the Committee. In addition, there shall be two (2) tenured alternate bargaining unit members from the faculty of the school. The Dean of the School for Continuing Studies shall serve as the "dean of the school" for promotion cases involving adjunct faculty teaching predominantly in the School for Continuing Studies. When a faculty member teaches both in the School for Continuing Studies and in one of the other schools, the Vice President for Academic Affairs and Provost shall make a determination as to which dean shall serve on the Promotion and Tenure Committee for that faculty member.

No bargaining unit member of the Promotion and Tenure Committee, other than the departmental representative, shall participate at the Promotion and Tenure Committee level in the evaluation of a candidate from his/her department. In years when there are candidates from the Promotion and Tenure Committee chairperson's department, the bargaining unit members of the appropriate school committee shall elect a vice

chairperson from among the members who shall preside over the Promotion and Tenure Committee in those cases where the chairperson is ineligible. If the dean is a member of the candidate's department, he/she shall not participate in the evaluation of the candidate at the departmental level.

The bargaining unit members of the school Academic Policy Committee shall serve as a nominating committee for the bargaining unit representatives and alternates from the school serving on the Promotion and Tenure Committee. The bargaining unit members of the individual schools shall elect the representatives and alternates from the school to the Committee for two (2) year terms. Initial terms of such representatives shall be on a staggered basis. Bargaining unit members may be re-elected. If a school is unable to elect a full complement of bargaining unit members on the Committee, the Academic Policy Committee of that school shall appoint eligible bargaining unit faculty from that school or, if necessary, from another school, to serve. In addition, for each candidate, a representative of the candidate's department and the department chairperson shall be members of the Promotion and Tenure Committee. The members of the candidate's department shall elect the representative in each case. The role of the departmental representative will be to serve as representative and spokesperson for the members of the department rather than as an advocate for the candidate. No person who has not been properly appointed chairperson or acting chairperson according to the provisions of Article XI below shall serve in such capacity or carry out the duties assigned to the department chairperson elsewhere in this Article. In the case of the graduate divisions, the associate dean or the director of the graduate program shall function as the department chairperson.

2. Board of Trustees Appeals Committee
The Board of Trustees shall establish a Trustees Appeals Committee consisting of no fewer than five (5) members from the regular membership of the Board. The membership of such Committee shall remain constant for each academic year.

B. Evaluation Steps

Each department shall describe in writing how judgments for each candidate are consistent with the standards for the relevant rank set forth in Article VI and the requirements for promotion and tenure set forth in this Article. The Promotion and Tenure Committee shall evaluate the adequacy of the submitted documentation and its consistency with such standards and requirements. Each department shall establish its own procedures for the preparation of its recommendation, in accordance with the following guidelines:

1. Preparation and Evaluation of Credentials
The evaluation of a candidate for promotion and tenure shall begin at the departmental level. The applicant shall prepare documented credentials which may include references from colleagues. Credentials for promotion to Assistant Professor I or II shall include an updated vita covering all three (3) relevant areas; a candidate's statement; evidence of scholarly activity; appropriate evaluations of teaching; and evidence of value to department, school, and College. Credentials for promotion to Associate Professor or Professor or for tenure may be more comprehensive.

The department shall meet to discuss and evaluate the qualifications of each candidate for promotion and/or tenure from the department. Each full-time department member shall provide reasons for support or non-support of the candidate at such meeting. It shall be the professional responsibility of the department to write a written recommendation with respect to an application for promotion and/or tenure based upon the department's evaluation of the candidate's qualifications. It shall be the professional responsibility of each full-time member of the department to sign a written recommendation with respect to each such candidate, which recommendation shall indicate support or non-support of the candidate, with respect to an application for promotion and/or tenure.

In the absence of departmental unanimity, any dissenting member(s) shall make his/her/their objections known to the department at its discussion and shall be expected to write and to sign a minority report(s). Such recommendations shall also be filed by the

department with the President of the AAUP. Notwithstanding the foregoing, the failure by any member(s) of the department to fulfill his/her professional responsibility hereunder shall not serve to delay the promotion and tenure process, nor serve as a basis to challenge the determination made with respect to an application for promotion or tenure.

Normally, only full-time department members shall participate in the evaluation of the candidate. In special cases in which a part-time bargaining unit member with a record of long-time substantial involvement in department governance has special competence to participate in the evaluation process, the department may, with the agreement of the part-time bargaining unit member, permit such part-time bargaining unit member to participate. This determination must be made and written notice of that determination sent, by October 10, to the elected member of the bargaining unit at-large on the Promotion and Tenure Committee.

The department chairperson shall also meet with the candidate and submit an evaluation indicating his/her support or non-support.

2. Candidate's Review of Department's and Chairperson's Recommendations

The candidate shall receive a copy of both the department's and chairperson's written recommendations by November 15. The candidate shall have the right to raise specific concerns in writing regarding the validity and sufficiency of the documentation supporting these recommendations and to request an interview with the department and/or the chairperson within five (5) working days of receiving the recommendations. The department and/or chairperson shall consider, in its/his/her/their final written recommendations, the concerns raised by the candidate. The candidate shall receive a copy of the department's and the chairperson's final written recommendations prior to their being forwarded to the Promotion and Tenure Committee and to the President of the AAUP.

3. Submission of New Material

The candidate shall have the right to submit to the Promotion and Tenure Committee of the school new materials responding to the final

written recommendations of the department and the department chairperson. Copies of such materials must be submitted simultaneously to the candidate's department and/or chairperson. The department and/or chairperson shall have until December 20 to review and respond to such materials and to forward such responses to the Promotion and Tenure Committee.

4. Use of Personnel File

The candidate's personnel file shall be made available to the Promotion and Tenure Committee of the school by the Vice President for Academic Affairs and Provost and shall be made available to the candidate in accordance with Article XIII, Section D.

5. Procedures of the Promotion and Tenure Committee

The Promotion and Tenure Committee shall meet to review the materials presented by the candidate, the department, the department chairperson, and as requested by members of the Committee, contained in the personnel file, and shall make a recommendation concerning the candidate to the Board of Trustees in accordance with the following guidelines:

a. If one of the elected bargaining unit members, other than the member at-large, is a member of the candidate's department, any alternate elected to the Committee shall serve in his/her place.

b. The candidate shall have the right, upon request to the Committee Chairperson, to an interview with the Promotion and Tenure Committee. He/she shall also have the right to appoint as an advocate to represent his/her interest at any such interview with the Promotion and Tenure Committee any person holding faculty rank who is not a member of the relevant Promotion and Tenure Committee.

c. The department has the professional responsibility to judge the academic competence of the candidate and to provide a thorough and documented recommendation to the Promotion and

Tenure Committee. The Promotion and Tenure Committee shall evaluate the adequacy of the submitted documentation and the extent to which the candidate's credentials, qualifications, and performance meet the standards established for promotion and tenure. Members of the Promotion and Tenure Committee shall not substitute their judgments on the professional expertise of the candidate on the grounds of inadequate departmental documentation for judgments presented in the departmental recommendation(s), unless the Promotion and Tenure Committee presents written substantive bases therefore. However, the Promotion and Tenure Committee is responsible for evaluating the adequacy of the departmental documentation.

If questions of accuracy of information arise concerning the candidate's credentials or departmental documentation, the Promotion and Tenure Committee shall make reasonable efforts to ascertain the accurate information. The Committee may elect, by majority vote, to remand to the department the entire file on the candidate's application, without prejudice to the candidate's application, for purposes of clarification. Any member with questions about facts or possessed of factual information helpful in resolving questions of accuracy shall share such questions or information with the entire Committee.

d. The Promotion and Tenure Committee shall make a specific written recommendation(s) concerning the granting or non-granting of tenure or promotion, documenting its reasons. Separate reports supporting different points of view shall be prepared when appropriate. At the conclusion of the discussion of a candidate's application for tenure or promotion, each member of the Promotion and Tenure Committee shall state his/her intention to support or not support

the pending application. The subsequent written report(s) shall indicate the bases for such support or non-support, with reasonable specificity to permit the candidate to exercise meaningfully his/her options as provided for in Section e, below, and each Committee member shall be required to sign such a report which is consistent with such Committee member's prior statement of support or non-support. No committee member shall be permitted to reverse his/her stated position of support or non-support subsequent to the conclusion of discussion of the pending application as referred to above.

e. The candidate shall receive a copy of the Promotion and Tenure Committee's recommendation(s) and any supporting materials prior to its forwarding such recommendation(s) to the Board. In addition, the candidate shall receive a list of any additional materials being considered and, upon request, a candidate may obtain a copy of any such additional material. When the Committee's recommendation or any minority recommendation is negative, the candidate may appear before the Committee to present such new information and/or request that the Committee remand his/her application to his/her department for reconsideration of the documentation of its recommendation(s). If the candidate elects to appear before the Committee to present new information, he/she must do so within the time limits established by the Committee for such appearances. The candidate may also elect to be accompanied by an advocate or representative to represent his/her interests at such appearance. However, the Committee shall have the right to question the candidate directly during such appearance. The Committee, in considering the material presented by the candidate, shall not be limited by the recommendation(s) made by the candidate's department. The Committee

shall consider the material presented by the candidate in making its recommendation(s).

If the candidate asks the Committee to remand his/her case to the department, such request must occur within two (2) weeks of receipt of his/her report from the Promotion and Tenure Committee. Upon receipt of the candidate's written election, the Chairperson of the Promotion and Tenure Committee shall forward a copy of the Committee's recommendation to all members of the department and inform them that the candidate has elected to have his/her application remanded to the department for its reconsideration of the documentation. The Chairperson shall also return the entire file on the application to the office of the department chairperson. Members of the department shall return the file with such additional documentation as they may deem appropriate to the Committee within time limits set by the Committee for such reconsideration of the documentation. The departmental representative shall notify all members of the Promotion and Tenure Committee of any new materials added to the documentation. The candidate may appear before the Committee to discuss with it any additional material provided by the department. Any revised Promotion and Tenure Committee recommendation(s) resulting from such meeting and/or remand shall contain a specific written recommendation(s) concerning the granting or non-granting of promotion and/or tenure.

f. The Chairperson of the Promotion and Tenure Committee shall forward a copy of the Committee's recommendation(s) to the President of the AAUP.

6. Decisions of the Board of Trustees
Upon receipt and study of the written recommendation(s) of the Promotion and Tenure Committee, together with all supporting materials and documents, the Board of Trustees

shall review the Promotion and Tenure Committee's recommendation(s) and render a decision concerning the candidate based upon the documentation and recommendations in the written record forwarded to it. If there is more than one recommendation from the Promotion and Tenure Committee, or if the Promotion and Tenure Committee disagrees with the recommendation of a majority of the members of the department, all recommendations, including all of those from members of the department, will be forwarded to the Board of Trustees. Members of the Board of Trustees shall not, without written substantive basis, substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental and Promotion and Tenure Committee's recommendation(s).

The Board of Trustees shall render its decision concerning the candidate and communicate its decision in writing to the candidate, to the Chairperson of the Promotion and Tenure Committee, and to the President of the AAUP. When the decision of the Board of Trustees is contrary to the recommendation(s) of the Promotion and Tenure Committee and the candidate requests in writing the reasons for such decision, the Board of Trustees shall provide its reasons in writing for such decision, and shall communicate such written reasons to the candidate, to the Chairperson of the Promotion and Tenure Committee, and to the President of the AAUP. When the Promotion and Tenure Committee has recommended against promotion and/or tenure and the Board decides to grant promotion and/or tenure, the Board of Trustees shall provide its reasons for its decision and shall communicate such written reasons to the candidate, the Chairperson of the Promotion and Tenure Committee and the President of the AAUP.

7. Confidentiality

It shall be the responsibility of all Committees and all individuals involved in the procedure under this Article strictly to maintain and preserve the confidentiality of all information and material pertaining to a candidate's evaluation hereunder, unless the candidate elects to disclose or have disclosed any or all of such information and material. If the candidate does so elect, the disclosure

of any single document or item pertaining to the candidate's evaluation hereunder, shall authorize the disclosure of all of the information and material pertaining to the candidate's evaluation.

8. Committee Quorum
The Committees provided for hereunder shall be authorized to act and carry out their responsibilities despite vacancies or lack of complete staffing of such Committees, provided that a quorum of the Committee is present at the time the Committee takes action hereunder. For purposes of the Article, a quorum shall be defined as a majority of the number of persons designated for membership on any such Committee under this Article.

C. Appeals Procedure

1. Eligibility and Procedures for Appeal
The following candidates may appeal in writing to the Board of Trustees Appeals Committee:

a. Candidates whose applications for tenure have not been supported by the Board of Trustees, after having been recommended for tenure by the Promotion and Tenure Committee,

b. Candidates whose applications have been denied by the Board of Trustees and for whom a denial of promotion and/or tenure mandates a terminal contract,

c. Candidates whose applications for promotion to Professor or tenured candidates whose applications for promotion to Associate Professor have not been supported by the Board of Trustees, after having been recommended for such promotion by the Promotion and Tenure Committee.

Such candidates may appeal in writing to the Board of Trustees Appeals Committee within fifteen (15) days from the day of the candidate's receipt of the Board's decision. The candidate shall also indicate in writing whether he/she wishes to be accompanied by representative member(s) of the AAUP at the Appeals Committee interview and whether he/she wishes to receive a written decision of the

Appeals Committee's determination as allowed by Section C(4) herein.

2. Appearances Before the Board of Trustees Appeals Committee

A candidate making such an appeal may elect to appear in person before the Board of Trustees Appeals Committee on a date designated by this Committee, which shall be as soon after the Committee's receipt of the written appeal as may be practicable. If the candidate chooses to be accompanied by representatives of the AAUP, no more than two (2) such representative members shall attend the Appeals Committee interview. At least five (5) members of the Board of Trustees Appeals Committee shall be present for all such appeals.

3. New Evidence

The candidate shall not be permitted to submit any evidence in support of his/her application, unless such evidence was submitted to and considered by the Promotion and Tenure Committee, or unless such evidence relates to matters occurring subsequent to the rendering of the recommendation of the Promotion and Tenure Committee.

4. Written Decisions

If requested by the candidate in writing, the Board of Trustees Appeals Committee shall render a final decision in writing specifying the reasons for its decision. Copies shall be forwarded to the candidate, the Vice President for Academic Affairs and Provost, the President of the AAUP, and the Chairperson of the Promotion and Tenure Committee.

D. Requirements for Tenure

1. Appropriate Terminal Qualifications

The appropriate terminal degree or terminal qualification is required unless there are exceptional circumstances. Terminal qualifications, such as the J.D. or the M.F.A., shall be accepted as well as terminal degrees. For Accounting faculty hired before the Fall semester of 1988, the M.B.A. or an M.S. with a concentration in Accounting along with a C.P.A., C.A., or C.M.A. is considered a terminal qualification. For Accounting faculty hired thereafter, a doctorate will be required. While possession of the appropriate terminal degree qualification is required, as

aforesaid, possession of such a degree or qualification is not sufficient to serve automatically to entitle the candidate to the promotion or tenure sought.

2. Evaluation of Teaching
Effective teaching is a criterion for granting of tenure. The primary consideration in evaluating effective teaching shall be given to evaluation by members of the department of the candidate who have observed the candidate's classroom teaching. It shall be the responsibility of the members of the department to describe the procedures and standards used in judging the candidate's teaching effectiveness.

3. Value to Department, School, and College
The value of an individual to his/her department, school, and the College is a criterion. This requirement refers to such qualities as the match between the candidate's abilities and interests and the goals of the department, school, and College, demonstrated performance in assisting students outside of the formal classroom, the promise of continued devotion to the strengthening and updating of courses and curriculum, and the ability to teach a variety of courses. Recognition shall be given to substantial service in student advising, committee service, and AAUP service that can be adequately documented. It shall be the responsibility of members of the department to describe how its procedures and judgments conform to the standards of this paragraph.

4. Scholarly Activity
Scholarly activity is a criterion for tenure. A candidate must demonstrate scholarly activity in his/her field of specialization. Candidates for promotion and tenure must document a scholarly record appropriate to the rank sought as defined in Article VI. It shall be the responsibility of members of the department to set forth the appropriate criteria for scholarly activity for the particular academic field or discipline and to judge the quality of the candidate's scholarly activity in relation to those criteria.

5. No Promotion or Tenure Quotas
Neither fixed minimum nor maximum number of faculty or tenured faculty either within a

particular rank or within a department, a school, or the College, shall be considered as criteria for promotion or tenure.

6. Ranks of Faculty Receiving Tenure
Tenure for faculty will be awarded at the ranks of Associate Professor or Professor unless there are exceptional circumstances. Exceptional circumstances specified under Section 1 above shall be applied only to situations where a tenure appointment would be of substantial benefit to the College and shall be limited to those instances where the candidate for tenure has been endorsed by a majority recommendation of the Promotion and Tenure Committee.

7. Application Notification of Faculty Members
The College shall notify in writing any bargaining unit member when such individual is required to apply for and attain tenure or promotion to avoid the issuance of a terminal contract by the College to such bargaining unit member. Such notification shall be sent to such bargaining unit member by August 1 in the academic year during which such an application must be made. However, the failure by the College to send the notification provided for herein by August 1, as aforesaid, shall serve only to extend the time for such application by the same number of days as the number of days after August 1 that the notification is sent. In no event, shall such failure to give timely notice serve as a basis for a claim by such bargaining unit member that he/she is entitled to de facto tenure or to any other benefit or advantage by reason of the omission by the College to provide the notice as required hereunder.

E. Requirements for Promotion

The requirements for appointment or promotion to a given rank shall be as contained in Article VI and those stated below. The requirements for promotion shall also include the requirements set forth in Section D(2), D(3), and D(4) of this Article.

1. Appropriate Terminal Qualifications
For promotion to Assistant Professor II, to Associate Professor and to Professor, the appropriate terminal degree or qualification,

as defined herein above, is required, except for those tenured members of the faculty who were employed by the College prior to September, 1968, and except for exceptional circumstances which shall be applied only to situations where a promotion would be of substantial benefit to the College. Terminal qualifications such as the J.D. or the M.F.A., shall be accepted, as well as terminal degrees. For Accounting faculty hired before the Fall semester of 1988, the M.B.A. or an M.S. with a concentration in Accounting along with a C.P.A., C.A., or C.M.A. is considered a terminal qualification. For Accounting faculty hired thereafter, a doctorate will be required. While possession of the appropriate terminal degree or qualification is required, as aforesaid, possession of such degree will not serve automatically to entitle a candidate to a promotion.

2. No Promotion Quotas

Neither fixed minimum nor maximum number of faculty or tenured faculty within a particular rank within a department, a school, or the College shall be considered as criteria for promotion.

F. Timetable for Tenure and Promotion

1. Tenure

a. No member of the bargaining unit may apply for tenure prior to his/her second year of service at Rider College. The process of evaluation must be initiated no later than the beginning of the faculty member's sixth year of service, including up to three (3) years of prior service as defined below.

b. Applications for tenure prior to the sixth year of full-time teaching at the college level shall not prejudice the application.

c. Candidates who have spent periods of time on professional or personal leaves of absence at Rider College shall not have such years counted in computing years of teaching service at the College. In the computation of the number of years of teaching

service for this Article, time on leave shall not be credited toward years of teaching service. However, such period of time on leave shall not interrupt the computation of consecutive years of teaching service for purposes of this Article.

d. The probationary period prior to the award of tenure shall not exceed seven (7) years of full-time teaching experience at the college level, including full-time teaching at other institutions of higher education, except that prior full-time teaching at other institutions of higher education in excess of three (3) years will not be considered.

e. Failure to receive tenure after six (6) years of full-time teaching at Rider or after six (6) years of full-time college teaching experience, the last three (3) of which were at Rider, will mean that any continued employment beyond the seventh year will be either on a part-time basis or in a non-faculty position, with no tenure resulting from such continued employment.

f. Notwithstanding any of the other provisions of this Article, members of the bargaining unit who receive a mid-year appointment to a full-time teaching position shall be treated for purposes of this Article as if such appointment commenced with the next ensuing September.

g. The timetable for implementation of tenure application proceedings is as follows:

(i) The candidate's documented credentials shall be completed by October 10 and the department, or the committee thereof working on the departmental evaluation of the candidate, shall commence meeting by November 1. The department and chairperson shall forward their written recommendations to the candidate no later than November 15.

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|---|---|
| | The candidate has five (5) working days to respond as is provided for in B(2) above. Final recommendations shall be forwarded to the Promotion and Tenure Committee by the department no later than December 5. Members of the Promotion and Tenure Committee shall sign a control sheet, to be placed with each candidate's documentation, indicating the date on which the documentation was reviewed. The candidate shall be responsible for notifying members of the Promotion and Tenure Committee of any materials added to the documentation after members of the Promotion and Tenure Committee have completed their review. Any materials to be submitted by the candidate to the Promotion and Tenure Committee must be received by December 15 and by the department or chairperson by December 20. |
| October 10 | Candidate's documented credentials completed and submitted to his/her department. |
| November 1 | The department or the committee thereof working on the departmental evaluations shall commence meeting. |
| November 15 | Candidate shall receive a copy of both the department's and chairperson's written recommendations. |
| November 15 plus 5 working days | Candidate may state in writing specific concerns regarding the validity and sufficiency of the documents supporting either the department's or the chairperson's recommendations within this time period. The candidate may also request an interview with the department and/or the chairperson within this time period. |
| December 5 | The written recommendations of the department and the chairperson shall be forwarded to the Promotion and Tenure Committee and the President of |

the AAUP. The candidate shall receive a copy of the final reports prior to this date.

December 15 The candidate may submit new documentation to the Promotion and Tenure Committee up to this date. Any such materials must be simultaneously submitted to the candidate's department and chairperson.

December 20 The department and/or chairperson shall have to this date to review and respond to any new materials submitted by the candidate.

(ii) The Promotion and Tenure Committee shall commence meeting to review materials received in connection with tenure applications during the first week of the January Term. The Promotion and Tenure Committee shall forward to the appropriate parties its written recommendation(s) concerning the granting or non-granting of tenure by February 1. Rehearings by the Promotion and Tenure Committee as specified in Section B(5e) above shall be completed by March 7.

2. Promotion

a. Application for promotion to the ranks of Assistant Professor I and II and Associate Professor may be made only once prior to the required application for such promotion so as to make the candidate eligible for continued employment by the College. Application for promotion to the rank of Professor or application for promotion by a tenured Assistant Professor may be made initially in two (2) consecutive years. Subsequent applications may be made only at the expiration of a three-year period after a denial of such application for promotion or upon the recommendation of the appropriate dean.

b. The timetable set forth in Section F(1g) relating to tenure shall be

applicable to application for promotion as well.

G. Promotion and Tenure of Librarians

1. Promotion and Tenure Committee for Librarians

The Promotion and Tenure Committee for Librarians shall consist of the Vice President for Academic Affairs and Provost, the Associate Provost, the Director of Library Services, three (3) tenured librarians selected by the librarians, and the standing member of the bargaining unit selected to serve on the College Promotion and Tenure Committee.

For the purposes of promoting and/or tenuring librarians, the Director of Library Services shall act as the candidate's chairperson and will carry out all of the responsibilities and duties of a chairperson as set forth in this Article, including the submission of a written recommendation to the Promotion and Tenure Committee.

2. Criteria for Tenure

To be eligible for tenure, a librarian must possess the M.L.S., a graduate degree in a subject field (other than Library Science), and must document significant professional contributions and value to the operation of the Library. Such documentation shall include evidence of continuing effective support of the teaching-learning process and of professional and scholarly contributions to Library Science or the respective disciplines of the librarians. Value to the College shall also be a criterion.

Reference to a graduate degree in a subject field other than Library Science, both for purposes of promotion and tenure, shall be deemed to include a doctorate in Library Science.

3. Procedures

Except as described above, the other applicable procedures described in this Article shall apply to promoting and tenuring librarians, including timetables and procedures for appeals. The parties agree that the requirements relating to successful applications for promotion to Assistant

Professor II-Librarian or to Associate Professor-Librarian after a period not to exceed three (3) years each, with the alternative being a terminal contract, shall also have no application to librarians who were members of the bargaining unit prior to September 1, 1982.

H. Request for Promotion and Tenure Documents by the AAUP

Upon the written request of the AAUP, Rider will supply to the AAUP copies of any underlying documents pertaining to promotion and/or tenure which are referred to in any report or decision supplied under this Agreement and which are in Rider's possession at the sole cost and expense of the AAUP.

J. Promotion and Tenure of Non-Bargaining Unit Members

All individuals who are candidates for promotion and/or tenure, whether members of the bargaining unit or not, shall be required to follow the same procedures as are applicable to bargaining unit members described in this Article. Both parties agree that any persons upon whom tenure or any faculty rank has heretofore been conferred shall retain such tenure and/or rank.

## ARTICLE IX

## DISMISSAL AND SUSPENSION

The College may not discharge or suspend a member of the bargaining unit who has tenure or whose term appointment has not expired, except for proper cause. Any discipline imposed, including additions to an individual's personnel file, shall be subject to the grievance procedure provided for in Article XXI, including submission to arbitration.

All provision contained in the existing College Statutes or any past practice concerning suspension or dismissal of a bargaining unit member shall be superseded by this provision.

## ARTICLE X

## ANNUAL REAPPOINTMENT AND NON-REAPPOINTMENT OF NON-TENURED BARGAINING UNIT MEMBERS

A. Procedures for Reappointment

1. Preparation and Evaluation of Credentials
It shall be the responsibility of the individual being evaluated to maintain a documented record of professional development and growth and to submit same to his/her departmental members and the chairperson. The full-time members of the department shall have the professional responsibility to evaluate annually persons subject to reappointment decisions and to make a specific recommendation concerning such reappointment. In special cases in which a part-time bargaining unit member with a record of long-time substantial involvement in departmental governance has special competence to participate in the evaluation process, the department, with the agreement of the part-time bargaining unit member, may allow that part-time bargaining unit member to participate in the evaluation process.

Prior to the completion of their recommendation, the members of the department or committee designated by the members of the department, excluding the individual being evaluated, shall assess the documented materials necessary for their decision. Such materials shall include relevant information supplied by the candidate and the department members, and may include properly documented materials from competent sources other than those persons serving in the department.

The members of the department, or a committee designated by the members of the department, shall prepare a written recommendation(s) presenting their reasons for reappointment or non-reappointment. Each full-time member of the department shall sign a written recommendation, indicating support or non-support, regarding reappointment or non-reappointment. The department chairperson shall prepare a separate written

recommendation presenting reasons for reappointment or non-reappointment.

2. Candidate's Review of Department's and Chairperson's Reports

Prior to the forwarding of these recommendations to the dean, a copy of the department's recommendation shall be sent to the chairperson, and a copy of the chairperson's recommendation shall be sent to each member of the department. The candidate shall receive copies of each of these recommendations and shall have the right to review and respond to any or all of them at least five (5) working days prior to the forwarding of such recommendations to the dean.

3. Dean's Review

The dean shall then review the recommendations and shall normally support a well-documented recommendation by the members of the department. In the event that the dean has compelling reasons, which shall not be arbitrary, for not supporting the recommendation of the department, these reasons shall be stated in writing and forwarded to the members of the department, the chairperson, and the candidate. A candidate who is denied reappointment or is given a terminal appointment by action of the dean shall have the right to an appeal as set out in Section 5, below.

4. Deadlines

In the event that such a bargaining unit member fails to submit his documented record by the deadlines stated below, the department or professional staff shall be permitted to make a recommendation based on the best available evidence. Failure by the members of the department, Library, or professional athletic staff to forward their recommendation(s) by the deadlines stated below shall permit the dean, Director of Library Service, or Director of Athletics, as may be appropriate, to make a determination as to the reappointment or non-reappointment of the non-tenured bargaining unit member based on the best available evidence.

a. Bargaining unit members in their first year of employment at the College shall submit their documented records

to the department by February 1. The department shall forward its recommendation(s) to the dean by February 20.

b. Bargaining unit members in their second year of employment shall submit their documented records to the department by October 15 for the purpose of annual review. The department shall forward its recommendation(s) to the dean by November 15.

c. Bargaining unit members who hold the rank of Instructor and who were employed by the College on or after September 1, 1988, will be assigned to the rank of Assistant Professor I, subject only to being granted reappointment under the provisions of Article X, where such individual has attained the applicable terminal degree. Where such individuals have not attained the applicable terminal degree, they may be assigned to the rank of Assistant Professor I only with the concurrence of the dean and the department. Such individuals must be successful candidates for the rank of Assistant Professor I by the end of their second year of the pre-probationary period, or they shall not be reappointed. Standards of notification and submission of documented records contained in Section E shall apply to appointees to a pre-probationary period.

d. Bargaining unit members with three or more years of prior teaching experience at the college level shall, in their third year of employment at the College, apply for tenure according to the terms and conditions of Article VIII.

5. Appeals Procedure

Within ten (10) days of the notification to a candidate of a denial of reappointment or a terminal appointment, the candidate may request, in writing, a meeting with the Vice President for Academic Affairs and Provost to

permit the candidate to present an appeal of the decision of the dean. A meeting between the candidate and the Vice President for Academic Affairs and Provost shall thereafter be held, and the Vice President for Academic Affairs and Provost shall make a final written decision, forwarding copies to the candidate, the dean, and the AAUP.

B. Reappointment of Librarians

For reappointment of librarians, the librarians, functioning as a department, shall forward their recommendation to the Director of Library Services, who shall act on it in the same manner as the dean in Section A.

C. Reappointment of Members of the Professional Athletic Staff

For reappointment of professional athletic staff members, the professional athletic staff, functioning as a department, shall forward its recommendation to the Director of Athletics, who shall act on it in the same manner as the dean in Section A.

D. Criteria for Evaluation

For bargaining unit faculty members, criteria for evaluation for reappointment shall include demonstrated effective teaching, the value of an individual to his/her department, school, and the College, and demonstrated scholarly activity in his/her field of specialization. For bargaining unit staff, criteria for evaluation for reappointment shall include appropriate professional performance and activity and value to the staff and College.

E. Notification

Standards of notification for reappointment and non-reappointment shall be as follows:

1. First Year Notification
Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of such termination.

2. Second Year Notification
Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year, or, if an initial two-year appointment terminates during the academic year, at least six (6) months in advance of such termination.

3. Minimum Notification
At least 12 months before the expiration of an appointment after two (2) or more years at the College.

4. Notification of Librarians
The procedures and standards of notification shall apply to annual reappointment of non-tenured librarians, except that when the initial appointment occurs during an academic year, such librarian shall be entitled to at least three (3) months' notice.

## ARTICLE XI

## DEPARTMENT CHAIRPERSONS

A. Rights, Privileges, and Teaching Responsibilities of Department Chairpersons

The parties agree to the principle that the faculty within the various academic departments shall play a strong role in the formation and conduct of academic programs within their disciplines. Each department shall be headed by a department chairperson appointed or reappointed in the manner prescribed in this Article. The parties agree that it is desirable that a candidate for the position of department chairperson be acceptable to both the dean of the school in which the department is located and the full-time faculty of the department. The parties agree that the department chairperson is not a member of the bargaining unit; however, such chairperson shall be fully recognized as a member of the faculty and entitled to the rights and privileges of such status. The parties recognize that a chairperson's duties include teaching which shall not exceed eighteen (18) hours per academic year. This teaching, and only this teaching, shall be exempt from the prohibition under Article XIV ("Lay-Off"), Section F.

B. Annual Review of Chairpersons

Department chairpersons are to serve an indeterminate term of office and shall be reviewed annually by the members of the department during the month of February. The written departmental review shall be given to the chairperson with a copy to the dean of the school by March 1.

C. Vacancies Declared by the Dean and/or the Department; Resolution of Disagreements

A vacancy in the position of department chairperson shall occur in all cases when, in the course of an annual review, both the dean and a majority of the department agree that a vacancy should occur. In all cases in which the dean and a majority of the department disagree as to the occurrence of a vacancy, the disagreement shall be submitted to a panel of three (3) persons. Such panel shall be appointed as follows: the majority of the department shall apppoint one (1) member, the dean shall appoint one (1) member, a chairperson from the school shall be chosen by a majority of the chairpersons of the College. A new panel shall be elected for each case of disagreement. Both parties agree that anyone serving on such panel shall not be subject to any economic or other type of reprisal as a result of any determination made by such panel. Such panel shall investigate all aspects of the disagreement, consult with members of the department, the dean, and the incumbent chairperson, and shall submit a written report and recommendation to the Vice President for Academic Affairs and Provost. The Vice President for Academic Affairs and Provost may meet with the panel to discuss the recommendations and findings. The Vice President for Academic Affairs and Provost shall make a final and binding determination as to the resolution of the disagreement between the dean and a majority of the department. The Vice President for Academic Affairs and Provost shall not improperly substitute his/her judgment for the properly documented judgment and recommendations of the panel nor shall his/her determination be made in an arbitrary or capricious manner. In the event that the Vice President for Academic Affairs and Provost does not follow the recommendations of a majority of the panel, he/she shall submit in writing to the panel, the department, the dean, and the President of the AAUP substantive written reasons for his/her action.

The AAUP may grieve an alleged failure to follow the procedure provided for under this Article through the grievance procedure including outside arbitration, but shall not have the right to grieve the determination of the Vice President for Academic Affairs and Provost. The arbitrator's authority shall be limited to remanding the matter back to the panel and Vice President for Academic Affairs and Provost, with a mandate that a new determination shall be made consistent with the procedure provided for under this Article.

D. Timetable for Dispute-Resolution Procedures

The timetable for the procedures under this section shall be as follows: the dean's declaration of disagreement with the department shall occur no later than March 8; the three-member panel shall be constituted and shall complete its investigation and submit a written report by April 15; the Vice President for Academic Affairs and Provost shall make a determination and, where required, submit his/her written reasons for his/her action by April 22.

E. Additional Reasons for Vacancies

A vacancy in the position of department chairperson may also occur if the dean determines that a chairperson's term should be ended and if a majority of the members of the affected department do not state opposition to that determination in writing within fourteen (14) days of the dean's notification of intent to terminate. The fourteen-day response period may be extended by agreement between the AAUP and the College during times other than the Fall and Spring semesters. However, when a majority of the members of the affected department favor the retention of the chairperson, his term shall be continued in effect except as provided for in Section C of this Article and in the following paragraph.

A vacancy in the department chairpersonship may also occur by reason of resignation, disability, or death. A department chairperson who leaves such office and returns to the bargaining unit shall be treated like all other bargaining unit members by both the AAUP and the College.

F. Procedures for Filling a Vacancy

When a vacancy in the position of department chairperson occurs, the dean shall notify the full-time members of the department and consult with them concerning such replacement. Such consultation shall include both the academic and administrative criteria to be used in filling the vacancy. The dean and the members of the department shall examine credentials of applicants and interview candidates. Such consultation shall also include discussion of the candidates interviewed. The dean shall nominate a person for filling such vacancy. If the majority of the department does not concur in the designation of such nominee, the dean shall nominate a second candidate. The majority of the department shall then choose between the two (2) nominees of the dean to fill such a vacancy. An incumbent chairperson may not be nominated by the dean. The dean shall be free to make a recommendation for filling the vacancy either from within or without the College, provided, however, that due consideration be given candidates from within and that no appointment from outside the College shall result in the loss of a bargaining unit position.

G. Promotion and Tenure Procedures for Department Chairpersons

Department chairpersons who are candidates for promotion and/or tenure shall be required to follow the same procedures as are applicable to bargaining unit members described in this Agreement. In such cases, the chairperson's position on the Promotion and Tenure Committee shall be filled by a designee of the dean. Such designee shall be in a field as close as possible to the candidate's field of teaching and research.

H. Acting Chairpersons

An acting chairperson may be appointed by the dean after consultation with the department for a period not to exceed one (1) year. In the event a vacancy still exists at the end of one (1) year, the dean, with the consent of a majority of the department, may continue the appointment of an acting chairperson on a year-to-year basis. An incumbent chairperson may not be appointed acting chairperson by the dean.

I. Notification of the Appointment of a Chairperson

The dean shall notify each full-time member of the department of the appointment of a chairperson or an acting chairperson.

## ARTICLE XII

## ACADEMIC GOVERNANCE

A. Academic Policy Committees

1. School Academic Policy Committees

An Academic Policy Committee for each school will be constituted from the faculty and students of that school. Members of the professional athletic staff, if elected, shall be eligible to serve as members of the School of Education Academic Policy Committee. Thus, the School of Liberal Arts and Science, the School of Business Administration, the School of Education, and the School for Continuing Studies will each have an Academic Policy Committee. The committees from the Schools of Liberal Arts and Science, Business Administration, and Education shall each be composed of four (4) members of the bargaining unit from the respective schools, two (2) department chairpersons from the respective schools, the dean of the respective school, and a Student Government Association representative. The Academic Policy Committee of the School for Continuing Studies shall be composed of four (4) members of the bargaining unit who regularly teach in the School for Continuing Studies, one (1) department chairperson, one (1) associate or assistant dean of such school, the Dean of the School for Continuing Studies, and a Student Government Association representative.

The deans of the respective schools shall designate the department chairpersons and associate or assistant dean who shall serve on such committees, and may designate alternates to fill in for such persons as well as alternates to fill in for the deans.

The bargaining unit members of the committees and alternates for each committee will be elected by the respective members of the

bargaining unit from each school except that the bargaining unit members of the Committee for the School for Continuing Studies will be elected by procedures designated by the AAUP. The AAUP will conduct such elections.

The Student Government Association shall select its representatives.

From among the full-time bargaining unit members, each School Academic Policy Committee shall elect a chairperson, a permanent secretary, who shall also be vice chairperson, and a liaison to the College Academic Policy Committee. In the event that no one agrees to serve as permanent secretary, the position of secretary shall be rotated in accordance to past practice, and the committee shall elect a vice chairperson, who will not be paid any additional compensation.

2. College Academic Policy Committee
The Academic Policy Committee for the College shall consist of thirteen (13) persons, as follows:

Seven (7) members of the bargaining unit, with two (2) each from the School of Liberal Arts and Science, Business Administration, and Education, and one (1) elected from the School for Continuing Studies and the Library; the deans of the schools; the Vice President for Academic Affairs and Provost; and a representative of the Student Government Association. Three (3) bargaining unit members of the Committee are the liaison members of the School Academic Policy Committees specified above. One liaison member will be elected by the bargaining unit members of the School for Continuing Studies and Library Academic Policy Committees. Three (3) bargaining unit members of the Committee and alternates will be elected by the respective members of the bargaining unit from the School of Liberal Arts and Science, School of Business Administration, and the School of Education. The AAUP will conduct such elections.

The Student Government Association shall select its representative.
The deans and Vice President for Academic Affairs and Provost may designate alternates to fill in for them at committee meetings.

From among the bargaining unit members, the College Academic Policy Committee shall elect a chairperson and a permanent secretary, who shall also be vice chairperson. In the event that no one agrees to serve as permanent secretary, the position of secretary shall be rotated in accordance to past practice, and the Committee shall elect a vice chairperson, who will not be paid any additional compensation.

The bargaining unit members of the College Academic Policy Committee shall appoint the bargaining unit members of subordinate committees.

3. Vacancies
Any School or College Academic Policy Committee positions designated for bargaining unit members which positions are not filled as aforesaid shall remain vacant until filled with no change in the voting requirements set out hereafter.

B. Scope of Academic Governance

The College agrees that new academic policies pertaining to matters at the school level, listed in Section C, for the Library, listed in Section D, and at the College level, listed in Section E, will not be adopted unless they have been enacted in accordance with the provisions of this Article. Policy Committees shall not intrude into areas of professional competence traditionally the responsibility of the department and/or individual faculty members.

C. School Academic Policy Committees

The following matters shall be the primary responsibility of School Academic Policy Committees: oversight of requirements for degrees within the school, procedures for academic advising, procedures regarding academic standing, and approval of course proposals. The School Academic Policy Committee shall have the primary responsibility for the initial formulation and development of new academic policy for the school.

Before the academic policy developed by the School Academic Policy Committee or Library Academic Policy Committee may be implemented, the following procedure shall be followed:

1. Distribution of Proposed Policies
Copies of the proposed policy shall be distributed to all other School Academic Policy Committees and to the College Academic Policy Committee.

2. Responses From Other Academic Policy Committees and Resolution of Disagreements
The other School Academic Policy Committees shall have a period of thirty (30) days from receipt of the proposed policy to advise the enacting committee that there will be a substantial adverse impact created by the proposed policy. Such written statement shall describe why the responding committee believes such adverse impact will occur. The responding Academic Policy Committee(s) shall meet with the enacting committee in an effort to adjust and resolve any such impact.

3. Application to the College Academic Policy Committee to Serve as Mediator in Disputes Between School Academic Policy Committees
If not resolved as a result of the discussions at such a meeting, a School Academic Policy Committee may request that the College Academic Policy Committee consider the matter and serve as a mediator in attempting to adjust and resolve any such impact. The College Academic Policy Committee shall act only upon the written request from a School Academic Policy Committee, which request shall be accompanied by written documentation of the substantial adverse impact of the proposed policy.

4. Procedures for Mediation
The College Academic Policy Committee shall then meet with each of the affected School Academic Policy Committees and attempt to mediate the dispute. If the College Academic Policy Committee is unable to resolve the dispute to the satisfaction of the affected school committees, it shall submit a written summary of the matter and a recommendation to the Vice President for Academic Affairs and Provost, who shall make a final determination to resolve the dispute. If he/she does not follow the recommendation of the College Academic Policy Committee, he/she shall furnish to it written reasons for his/her determination.

The School Academic Policy Committees shall have jurisdiction over the following matters:

a. student advising;
b. curriculum;
c. course review and approval;
d. grading standards;
e. academic standing;
f. degree requirements;
g. major and minor program requirements;
h. honors standards;
i. subordinate committee creation, deletion, and oversight;
j. methods of instruction;
k. academic aspects of orientation for new students;
l. decisions to pursue and maintain accreditation;
m. high school course requirements for applicants for admission to Rider College in programs in such school.

Notwithstanding the foregoing, upon the agreement of the dean and five (5) other members of a School Academic Policy Committee, other than the Student Government Association representative, such Committee may extend the scope of its jurisdiction to other matters not set forth on the foregoing list.

Matters not within the scope of the jurisdiction of a Committee, as aforesaid, nor added thereto by the required number of votes, may be considered and discussed by the Committee, but will not be subject to the procedures set out hereafter, nor may the Committee adopt binding policies with respect thereto.

D. Academic Policy Committee for Librarians

The Librarians will elect three (3) librarians to an Academic Policy Committee for the Library (hereinafter "LAPC"). The Director of Library Services and Associate Director of Library Services will be standing members of the LAPC. The librarian members will serve two-year terms. A representative of the Student Government Association, designated by the Association, will also serve as a member of the LAPC.

The LAPC is the sole academic policy body and the primary consultative and advisory body with respect to policy matters affecting the Library.

The LAPC shall also have the responsibility to formulate proposed library policies with potential impact on one or more of the schools and to convey such proposed policies to the appropriate School or College Academic Policy Committee, according to the policy distribution and response procedures described in Section C.

No newly adopted policy affecting the Library will be implemented until the LAPC has been afforded a reasonable opportunity to fulfill its consultative and advisory responsibility hereunder.

In addition to the foregoing, the LAPC shall have the primary responsibility for the formulation and development of the Library's academic policy with respect to the following matters:

1. development of priorities for professional activities;
2. development of directions for new library services;
3. policies that affect the accessibility of collections;
4. review of library ISP proposals;
5. library support of academic programs;
6. development of general directions for new technologies;
7. policies involving cooperation with other libraries;
8. editorial review of library public relations printed material;
9. subordinate committee creation, deletion, oversight.

E. College Academic Policy Committee

The College Academic Policy Committee shall have the primary responsibility for the formulation and development of the College's academic policy with respect to the following matters:

1. student advising;
2. core curriculum or other curriculum not specific to a particular school;
3. course review and approval;
4. grading standards;
5. academic standing;
6. degree requirements;
7. major and minor program requirements;
8. honors standards;

9. subordinate committee creation, deletion and oversight;
10. methods of instruction;
11. academic aspects of orientation for new students;
12. academic aspects of the College calendar pertaining to length of class sessions, length of the school term, final examination periods, and reading days;
13. library support of academic programs;
14. high school course requirements for applicants for admission to Rider College;
15. admissions policies and programs.*

*Subject to restriction on page 56.

Notwithstanding the foregoing, upon a vote of nine (9) members of the Committee, other than the Student Government Association representative, such Committee may extend the scope of its jurisdiction to other matters not set forth on the foregoing list.

Matters not within the scope of the jurisdiction of the Committee, as aforesaid, nor added thereto by the required number of votes, may be considered and discussed by the Committee, but will not be subject to the procedures set out hereafter, nor may the Committee adopt binding policies with respect thereto.

F. Committee Procedure

The chairperson of each committee shall preside at committee meetings in such a manner as to facilitate the orderly and deliberative consideration of the committee's business and in accordance with procedures established by the committee by a majority of the committee members. Any dispute over committee procedures or the conduct of the committee's business shall be resolved by a majority of the committee members. During the academic year, committees shall normally meet at least twice a month. Each committee other than the School for Continuing Studies Academic Policy Committee shall call a faculty meeting at least once a semester.

Upon the request of any committee member, committee voting shall be by secret ballot. Minutes shall be limited to a list of the topics discussed, the actions taken, if any, in regard to

such topics, a brief recital of the substance of such discussions and debate relating to such topics, and the proposed agenda for the next meeting.

Minutes of each school committee will be distributed to each department, with a sufficient number of copies for each full-time member of the department. Distribution to part-time faculty will be handled by the School for Continuing Studies. The College Academic Policy Committee will distribute copies of its minutes to each school for distribution to all members of the faculty in each school. The College shall provide for such distribution.

G. Committee Enactment of Policies

1. School Academic Policy Committees

School Academic Policy Committees may enact academic policy with respect to matters within the scope of their jurisdiction, as set out above, by a vote of at least five (5) members of the Committee, subject to the requirements for the closing of debate, and the limitations on the implementation by the College of any such enacted policy as set out hereafter.

A proposed academic policy may be brought to a vote concerning its enactment only in one of the following ways:

a. A vote of at least four (4) members of the Committee, including the dean, in favor of curtailing discussion and debate and voting on the proposed policy;.

b. A vote of at least four (4) members of the Committee, not including the dean, in favor of curtailing discussion and debate and voting on the proposed policy, in which case such a vote concerning the enactment of the proposed policy may only occur if (i) Committee meetings in three (3) separate months have included discussions of the proposed policy and (ii) an arbitrator, in accordance with the following procedure, has directed that discussion on such policy be concluded and a vote concerning enactment of the policy take place. The arbitrator shall be an individual from the panel of arbitrators contained in the "Grievance and Arbitration Procedure" article of this

Agreement, and shall be selected from such panel by the Committee members voting in favor of curtailing discussion and debate (the otherwise secret ballot shall be an open vote if at least four (4) Committee members, not including the dean, have voted in favor of curtailing discussion and debate). In such case, the Committee members favoring curtailment of discussion and debate and those members of the Committee opposing such curtailment shall prepare and exchange statements in support of their respective positions within ten (10) days of the meeting at which at least four (4) Committee members (not including the dean) voted to curtail discussion. Within seventeen (17) days of such meeting, the respective groups of Committee members shall transmit to the designated arbitrator their statements in support of their respective positions, revised and supplemented as they deem appropriate, and shall also forward copies thereof to the other members of the Committee. No hearing or testimony before the arbitrator shall be required, and the arbitrator's authority shall be strictly limited to either directing that discussion and debate be curtailed and a vote be taken on the enactment of the proposed policy, or that discussion and debate be continued. The arbitrator shall not be authorized to place a time limit or any other limit on further discussion and debate, if he/she directs that discussion and debate be continued.

2. Library Academic Policy Committee

The Library Academic Policy Committee may enact academic policy with respect to matters within the scope of its jurisdiction, as set out above, by a vote of at least four (4) members of the Committee, subject to the requirements for the closing of debate, and the limitations on the implementation by the College of any such enacted policy as set out hereafter.

The procedures for bringing a proposed academic policy to a vote concerning its enactment shall be identical to those set forth in the preceding subsection of this Section pertaining to School Academic Policy Committees, except that the Director of

Library Services shall be substituted for the dean in such procedures.

3. College Academic Policy Committee

The College Academic Policy Committee may enact academic policy with respect to matters within the scope of its jurisdiction, as set out above, by a vote of seven (7) members of the Committee, subject to the requirements for the closing of debate, and the limitations on the implementation by the College of any such enacted policy, as set out hereafter.

A proposed academic policy may be brought to a vote concerning its enactment only in one of the following ways:

a. A vote of at least eight (8) members of the Committee in favor of curtailing discussion and debate and voting on the proposed policy;

b. A vote of seven (7) members of the Committee in favor of curtailing discussion and debate and voting on the proposed policy, in which case such a vote concerning the enactment of the proposed policy may occur only if (i) Committee meetings in three (3) separate months have included discussions of the proposed policy and (ii) an arbitrator, in accordance with the following procedure, has directed that discussion on such policy be concluded and a vote concerning enactment of the policy take place. The arbitrator shall be an individual from the panel of arbitrators contained in the "Grievance and Arbitration Procedure" article of this Agreement and shall be selected from such panel by the seven (7) Committee members voting in favor of curtailing discussion and debate (the otherwise secret ballot shall be an open vote if seven (7) Committee members, but only seven (7), have voted in favor of curtailing discussion and debate). In such a case, the seven (7) Committee members favoring curtailment of discussion and debate and those members of the Committee opposing such curtailment shall prepare and exchange statements in support of their respective positions within ten (10) days of the meeting at which seven (7) Committee members voted to

curtail discussion. Within seventeen (17) days of such meeting, the respective groups of Committee members shall transmit to the designated arbitrator their statements in support of their respective positions, revised and supplemented as they deem appropriate, and shall also forward copies thereof to the other members of the Committee. No hearing or testimony before the arbitrator shall be required, and the arbitrator's authority shall be strictly limited to either directing that discussion and debate be curtailed and a vote be taken on the enactment of the proposed policy or that discussion and debate be continued. The arbitrator shall not be authorized to place a time limit or any other limit on further discussion and debate if he/she directs that discussion and debate be continued.

Notwithstanding the foregoing, the Committee may enact academic policy with respect to Admissions policies and programs (item 15 on the above list of jurisdictional subjects) only by a vote of eight (8) or more members of the Committee, excluding the Student Government Association representative.

Each Fall the Director of Admissions, or his/her designee, shall appear before the Committee to address it with respect to recently enrolled students and current admissions strategies.

H. Information

In order that Committee discussions be well-informed, each Committee member shall supply to the Committee that non-confidential information which is reasonably available to him/her and which bears on matters of academic policy under discussion.

I. Eligibility for Committee Membership

Eligibility to fill bargaining unit positions on the College or school committees shall be limited, except for adjunct member(s) of the School for Continuing Studies Academic Policy Committee, to persons who have completed at least two (2) years of full-time academic

service at the College. Bargaining unit members who serve as regular members of one (1) Academic Policy Committee may not simultaneously serve as regular members of another Academic Policy Committee, except that one (1) member of each school committee shall serve on the College Academic Policy Committee.

J. Term of Office; Vacancies

Bargaining unit members who serve as regular or alternate members of the College, School, or Library Committees shall serve for two-year terms, beginning and ending on September 1. In the event of a bargaining unit vacancy on such a committee resulting from resignation, death, or other unavailability of a bargaining unit committee member, the vacancy shall be filled by a special election among the affected bargaining unit members with such election to be conducted by the AAUP.

K. Implementation of Enacted Academic Policies

1. Implementation of Policy
Within thirty (30) days of the enactment of an academic policy by either a School, Library, or the College Academic Policy Committee, the College agrees either to implement the enacted policy or to give notice to the members of the Committee which enacted the policy and to the AAUP of its intention either to implement or not implement the enacted policy.

2. Reasons for Refusing to Implement Policy
The College shall implement policies duly enacted under this Article, except for the following reasons:

a. demonstrable impact on College finances or resources, which is substantial in terms of the program(s) which the policy affects;

b. demonstrable impracticability resulting from the policy's impact on College administrative procedures;

c. demonstrable incompatibility with other separate, but related, existing College policies not included in the policy under review;

d. demonstrable conflict with laws, governmental regulations, or licensure requirements;

e. inconsistencies with provisions of this Agreement;

f. the enacted policy affects terms and conditions of employment.

3. Notification
In the event of an election by the College not to implement an academic policy duly enacted under this Article, the College shall provide the appropriate Committee and the AAUP within forty-five (45) days of the enactment of the policy written reasons explaining such election.

4. Arbitration Under This Article
In the event that the AAUP grieves the College's election not to implement a duly enacted academic policy, and the matter is referred to arbitration, upon proof by the AAUP that the College knowingly withheld from the Committee reasonably available and pertinent information during the course of Committee discussion of the enacted policy, the arbitrator may disregard any reason for nonimplementation based on such information. The arbitrator shall have the authority to direct implementation.

5. Modification of Policies
During a thirty-day period after the College either commences implementation of a newly enacted academic policy or gives notice of its intention to implement the enacted policy, as referred to in Subsection 1 of this Section, the College may give notice to the members of the Committee which enacted the policy and to the AAUP that, because of another conflicting policy brought to its attention after previously implementing or giving notice of its intention to implement the new policy, the College declines to implement the newly enacted policy. In such event, the newly enacted policy may be reconsidered by the Committee which enacted it so as to attempt to modify and adjust the policy (and the conflicting policy if it is within the scope of the jurisdiction of the Committee) to avoid conflict between the policies.

L. Open Meetings

All meetings of the Academic Policy Committees shall be open to members of the College community except as those committees may elect to meet in executive session.

## ARTICLE XIII

## PERSONNEL FILES

A. Location of Files

Personnel files for all members of the bargaining unit shall be kept in the offices of the Vice President for Academic Affairs and Provost.

B. Contents

The contents of these files will be restricted to correspondence or documents received from the member of the bargaining unit or to correspondence or documents of which the bargaining unit member has received a copy. Bargaining unit members may reply, in writing, to any correspondence or documents placed in their files and such response shall be retained in their files as long as the correspondence or documents to which the response relates are similarly retained in the files.

C. Availability to Bargaining Unit Members

Each bargaining unit member may inspect his/her personnel file at the office of the Vice President for Academic Affairs and Provost by appointment on reasonable notice. The bargaining unit member may not remove any materials from these files but may obtain copies of any part or all of the material contained in his/her personnel file upon payment of the cost of reproduction thereof.

D. Access to Contents

Each personnel file shall be available only to the named bargaining unit member to whom it relates, the appropriate members of the administration for relevant and pertinent information in applicable situations, or Trustees

of the College in appropriate or applicable circumstances.

E. Pre-appointment Files

Pre-appointment files containing information about bargaining unit members shall be maintained on a confidential basis and shall not be accessible to the bargaining unit member involved or to any committee or individuals for the purposes of reappointment, evaluation, promotion, tenure, or discipline, suspension, or discharge.

F. Other Files or Records

Other files or records pertaining to bargaining unit members, such as files maintained by a dean or a department chairperson, shall be available, in accordance with the terms of Section C, to the bargaining unit member to whom it relates and the appropriate members of the administration for relevant and pertinent information in applicable situations, other than for the specifically excluded uses referred to in the preceding paragraph.

G. Deletion of Items

In the event a member of the bargaining unit requests, in writing, that any item or items be deleted from such bargaining unit member's personnel file, and if the College agrees to such deletions, each item or items shall thereafter be deleted. Documents which a tenured bargaining unit member requests, in writing, be removed from his/her personnel file shall be removed at the expiration of a two-year period from the date of such request, unless the College agrees to such removal at an earlier time. However, notwithstanding the foregoing, in no event shall the following documents be subject to such removal:

1. appointment letters and non-reappointment letters;
2. staff information forms;
3. any report(s) from Promotion and Tenure Committees concerning such individual.

H. Allegations of Professional Misconduct

In the event the College receives allegations of professional misconduct by a bargaining unit member, the Vice President for Academic Affairs and Provost will evaluate such allegations and make a preliminary determination as to whether statements of such allegations shall be placed in the bargaining unit member's personnel file. If he/she determines that such statements shall be placed in the personnel file, he/she shall so advise the bargaining unit member, who may either elect to schedule a meeting with the Vice President for Academic Affairs and Provost to discuss the matter or to submit a written response to the allegations for inclusion in the file. If such a meeting is held and, thereafter, the statements of such allegations are placed in the file, the bargaining unit member may then submit a written response to the allegations for inclusion in the file.

## ARTICLE XIV

## LAY-OFF

A. Reasons for Lay-Off

The College may lay off members of the bargaining unit because of either financial exigency or the demonstrated financial need to eliminate or curtail programs or courses of instruction to protect the well-being of the College.

1. Bonus for Early Retirement
Prior to any notice of lay-off, the College may offer a bonus of one (1) year's pay, in addition to any other benefits available under Article XXXII for those eligible thereunder, to full-time bargaining unit members in departments which may be subject to lay off who agree to retire prior to the mandatory retirement age. The College will determine the number of such bonus offers it will make and will approve such proposed bonus recipients in the order of seniority within each department of those accepting the College's offer. If extending such a bonus or bonuses, the College will make such offer as early as possible but no later than 21 days

before October 15. Such bonus offers will be open for acceptance for a 21-day period.

2. Notice of Lay-Off

In the event the College determines that a lay-off is still necessary, the College shall be required to notify the affected faculty member(s) by October 15. By October 15, the College shall also be required to provide to the AAUP the material set forth in Sections a, b, and c:

a. written notice of lay-off, together with documenting evidence supporting the conclusion that one or both of the above reasons for lay-off exists;

b. a proposed lay-off plan identifying the number of lay-offs needed, the departments (or disciplines in multi-disciplined departments), or professional staffs to be eliminated or curtailed, and the bargaining unit positions proposed for lay-off in accordance with the order of lay-off provided for in this Article;

c. evidence demonstrating that there has been, or will be contemporaneously with the lay-off of bargaining unit members, other reasonable and prudent savings effected by the College through means other than by the lay-off of members of the bargaining unit.

B. Conference With the AAUP

Within a 21-day period following the College's notice to the AAUP, representatives of the College and the AAUP shall meet to discuss and confer concerning the College's proposed lay-off plan.

C. Arbitration Concerning Lay-Off

The AAUP may refer the matter to arbitration, but notice to arbitrate must be given within two (2) days of the expiration of the aforesaid 21-day period following the College's notice to the AAUP. The grievance procedure steps prior to arbitration, as set forth in Article XXI, shall be omitted, and the matter shall, if the AAUP proceeds to arbitration, immediately be referred to an arbitrator selected by the AAUP from the panel listed in Article XXI.

In the event of such an arbitration, the College and the AAUP shall each submit to the designated arbitrator their respective proposals as to the appropriate number of lay-offs, if any, and the arbitrator shall be absolutely required to adopt and accept either the proposal of the College or that of AAUP as to the appropriate number of lay-offs, if any. The parties' final proposals shall be the subject of a hearing before the arbitrator. At the same hearing, the AAUP may also raise issues with respect to whether the procedure under this Article has been followed by the College and whether the College's proposed lay-offs conform to the required order of lay-offs as set forth in this Article. The arbitrator shall not have any authority to pass on any other issues relating to the proposed lay-off.

D. Order of Lay-Off

Lay-offs of bargaining unit members within an affected department (or discipline in a multi-disciplined department) under this Article shall take place in the following order:

1. part-time members of the bargaining unit;
2. bargaining unit members retained beyond the mandatory age of retirement;
3. non-tenured members of the bargaining unit based on the inverse order of seniority;
4. tenured members of the bargaining unit based on the inverse order of seniority.

During this Agreement, the departments which are multidisciplined and their separate disciplines are as follows:

| Department | Disciplines |
|---|---|
| Fine Arts | Art, Music, Theatre |
| Foreign Languages | French, German, Russian, Spanish |
| Math/Physics | Math, Physics |
| Communications | Journalism, Speech |
| Business Policy and Environment | Business Law and Business Policy |

E. Seniority

Seniority, for purposes of this Article, shall be computed based on a bargaining unit member's date of last appointment letter indicating appointment to full-time faculty status. In computing seniority, authorized leaves of absence, either full or part-time, from the College for personal or professional reasons, shall be counted as years of service. Members of the bargaining unit who have engaged in other service at the College shall have such period of other service at the College treated as follows:

1. Department Chairpersons
Department chairpersons, during the period they serve in such capacity, shall continue to accrue seniority as if they were members of the bargaining unit.

2. Other Administrators
Persons, other than department chairpersons, who hold faculty rank and/or tenure and who were employed in administrative positions prior to September 1, 1982, shall continue to accrue seniority as if they were members of the bargaining unit. All other persons employed in administrative positions, except for department chairpersons, shall, as of the date of this Agreement, accrue no more seniority for any period of such service at the College.

3. Procedures for Breaking Ties
In the event that two or more members of the bargaining unit have equal seniority under this Article and one or more of such persons are subject to lay-off, such tie shall be resolved in favor of the individual who has any part-time or full-time teaching experience at the College prior to such person's most recent date of appointment to full-time teaching. In cases where either both or neither of the individuals has such previous experience, then such tie in seniority shall be resolved by a random selection method, such as drawing the names from a hat with the first such name being deemed the least senior, etc. Representatives of AAUP shall be present at any such random drawing.

F. Conditions Regarding Bargaining Unit Work

Bargaining unit faculty members in an affected department or discipline shall not be laid off while bargaining unit work is being performed by any non-bargaining unit members, other than department chairperson teaching as referred to in Article XI, Section A, in such department or discipline. Bargaining unit members of a professional staff in an affected area of the College shall not be laid off while their uniquely professional duties are being performed in such affected area by non-bargaining unit members.

G. Written Notice of Lay-Off

For purposes of this Article, written notice of lay-off for bargaining unit members with two or more years at the College shall be given by October 15 to take effect the following August 31. The standards of notification referred to in Article X, Section E(1), E(2), and E(4) shall apply to all other bargaining unit members who are laid off.

H. Alternate Service

Before proposing a lay-off plan under this Article, the College shall consider alternate service for tenured bargaining unit members otherwise subject to lay-off, which alternate service may include professional part-time non-teaching responsibilities, or professional full-time non-teaching responsibilities. In addition to the foregoing, tenured bargaining unit members being laid off shall, on written request to the dean, be given the opportunity to transfer to another department or discipline, provided that they are academically qualified to teach in such other department or discipline and provided that as a result of the transfer, no other bargaining unit member with greater seniority shall be laid off as a result thereof. A final decision as to whether a particular bargaining unit member is academically qualified to teach in a particular department or discipline shall be made by the dean after consultation with the members of the department or discipline to which such bargaining unit members seek assignment.

I. Data Concerning Lay-Off

The College will make available to the AAUP any reasonably available data relevant to the proposed lay-off at the time that it gives notice to the AAUP of its election to lay off bargaining unit members. Data relevant to the proposed lay-off which becomes available thereafter will also promptly be made available to the AAUP. No data relevant to the proposed lay-off will be submitted by the College or the AAUP to an arbitrator to whom the subject of the proposed lay-off has been submitted, unless such data have previously been made available to the AAUP and the College.

J. Recall From Lay-Off

Recall from lay-off in an affected department or discipline shall be by groups as follows:

1. tenured bargaining unit members by order of seniority;
2. non-tenured bargaining unit members by order of seniority;
3. bargaining unit members retained beyond the mandatory age of retirement;
4. part-time bargaining unit members.

In order to be entitled to recall from lay-off, bargaining unit members laid off under this Article shall be required to make an annual written request to the College for reinstatement or recall, which written request shall also set forth the bargaining unit member's address to which notification of reinstatement or recall may be sent. A copy of such annual request shall also be forwarded by the bargaining unit member to the AAUP. Bargaining unit members laid off under this Article shall have recall rights hereunder for a period of three (3) years from the date of lay-off. The College shall give reasonable notice of any such offer of reinstatement or recall to the bargaining unit member at the address in his/her last request, or, if prior to the receipt of any such request, to the address contained in the College's records for such bargaining unit member.

A bargaining unit member who is recalled after lay-off shall be reinstated to his/her former tenure status, his/her former rank and title, his/her years of seniority accumulated prior to lay-off, and salary at least equivalent

to that salary he/she was receiving immediately prior to lay-off plus all additional base salary increments which he/she would have received had his/her years of service at the College not been interrupted by lay-off. A bargaining unit member rehired subsequent to the expiration of his/her recall rights will be rehired at the rank and with the seniority in effect at the date of lay-off, and with the same tenure status. Such person's salary will be no less than the salary he/she was receiving at the time of his/her lay-off.

A tenured bargaining unit member who is laid off under the provisions of this Article shall be permitted to enroll in a graduate program at Rider College, free of any applicable tuition charge, provided that the bargaining unit member qualifies for admission to such graduate program. This benefit to laid-off bargaining unit members shall be available only while such persons are on the three-year recall list and, if recalled sooner, such bargaining unit member shall thereupon be subject to all restrictions otherwise imposed on bargaining unit members actively employed by the College.

Subject to the provisions of Article XXX, the College shall continue to provide to dependents of tenured bargaining unit members laid off under this Article and to dependents of laid-off non-tenured professional staff members who are not on a terminal appointment and who have more than six (6) years of service at the College tuition remission assistance benefits at Rider College only. Such benefits shall continue in effect only for the three-year period while such bargaining unit members have recall rights under this Article.

K. Seniority List

By October 1 of each academic year, the College shall supply to the AAUP a current seniority list of full-time bargaining unit members and a list of part-time bargaining unit members.

L. Exclusions

Reductions in the size of the bargaining unit resulting from attrition, such as retirement, resignation, leaves of absence, or forms of non-renewal of bargaining unit members shall be excluded from the provisions of this Article.

## ARTICLE XV

## PROFESSIONAL ATHLETIC STAFF

A. Governance

1. Athletic Council

Faculty and administrative membership of the Athletic Council shall include four (4) members of the administration chosen by the College and four (4) members of the bargaining unit appointed by the AAUP, at least two (2) of whom shall be members of the professional athletic staff.

2. Academic Policy Committees

a. Members of the professional athletic staff shall be eligible, if elected, to serve as members of the School of Education Academic Policy Committee and, if elected by the bargaining unit members of such Committee, to serve as members of the College Academic Policy Committee.

b. In addition, two (2) members of the professional athletic staff shall serve as ad hoc members of the College Academic Policy Committee as defined in Article XII, "Academic Governance," when it is considering matters concerning the athletic program. When such professional athletic staff members have occasion to meet with the College Academic Policy Committee, the Director of Athletics shall join the meetings.

B. Appointments

The procedures specified in Article VII ("Appointments") shall apply to the hiring of professional athletic staff members.

C. Annual Reappointment and Non-Reappointment of Athletic Staff

The procedures specified in Article X, "Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members" shall apply

to the annual reappointment of all full-time members of the professional athletic staff for the first six (6) years of such full-time employment at Rider College. After a full-time professional athletic staff member has completed six (6) years of full-time service at Rider College, non-reappointment of such staff member (other than under the procedures of Article IX, "Dismissal and Suspension") shall occur as follows:

When, in the judgment of the Director of Athletics, the performance of a full-time member of the professional athletic staff has not continued at an acceptable level with respect to his/her contributions to the entire program of the Athletic Department and the College community, leadership in sportsmanship, ethical standards, human development, and participation in clinics, seminars, workshops, or institutes, the Athletic Director shall give notice to the staff and the affected bargaining unit member, with a statement of his/her reasons for such conclusion. The staff will then meet to consider the matter and will provide an opportunity for the affected staff member to meet and discuss the matter with the staff. Within thirty (30) days of the receipt by the staff of the notice from the Director, the staff shall make a written recommendation to the Vice President for Academic Affairs and Provost. Copies of such recommendation, together with the statement of the Director and any written statement submitted by the affected staff member, shall be transmitted to the Vice President for Academic Affairs and Provost, the Director of Athletics, the AAUP, and the affected staff member. The Vice President for Academic Affairs and Provost shall then make a determination as to whether or not the affected staff member shall be reappointed and shall provide to all parties written substantive reasons for his/her decision. Notice of non-reappointment, as required under this Article, shall be effective upon transmittal of the determination of the Vice President for Academic Affairs and Provost to the affected staff member, if such determination is that the staff member shall not be reappointed. The determination of the Vice President for Academic Affairs and Provost shall be subject to the Grievance and Arbitration provisions of this Agreement.

D. Notice of Non-Reappointment

The following periods of notice shall be given by the College in the event of non-reappointment hereunder:

1. Members of the Athletic Staff With Fewer Than Seven (7) Years of Service

For members of the professional athletic staff with fewer than seven (7) years of service, the standards of notification for reappointment specified in Article X, "Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members," apply.

2. Members of the Athletic Staff With Seven (7) Years of Service

For members of the professional athletic staff with seven (7) or more years of service, two (2) years' notice shall be given.

E. Requirements for the Promotion of Athletic Staff Members

Members of the professional athletic staff shall be eligible for promotion from Athletic Staff I to Athletic Staff II and from Athletic Staff II to Athletic Staff III in accordance with the following requirements and procedures:

1. Requirements for Athletic Staff II:

a. Members of the professional athletic staff shall be eligible for promotion to Athletic Staff II after a minimum of three (3) years of full-time service on the athletic staff at Rider College.

b. A master's degree in an appropriate area is required unless there are exceptional circumstances.

c. A candidate must present documented evidence of effective coaching and/or athletic training as evaluated by members of the department who have observed his/her coaching, athletic training, or intramural supervision.

d. A candidate must present documented evidence of continued professional growth through participation in course

work, athletic clinics, or other comparable experiences.

e. A candidate must present documented evidence of high professional standards of leadership and sportsmanship as evaluated by members of the department who have observed his/her coaching, athletic training, or intramural supervision.

f. Consideration shall also be given to the candidate's recruitment activities, sports public relations, and participation in College and community affairs.

2. Requirements for Athletic Staff III:

a. Members of the professional athletic staff shall be eligible for promotion to Athletic Staff III after a minimum of six (6) years of full-time service on the athletic staff at Rider College.

b. A master's degree in an appropriate area is required unless there are exceptional circumstances.

c. A candidate must demonstrate evidence of appropriate continued professional growth in his/her field of specialty including, but not limited to, participation in clinics, seminars, and institutes, or appropriate accredited course work beyond the master's degree.

d. A candidate must present documented evidence of distinguished coaching and/or athletic training as evaluated by members of the department who have observed his/her coaching, athletic training, or intramural supervision.

e. A candidate must present documented evidence of ongoing effectiveness in recruiting.

f. A candidate must present documented evidence of continuing high professional standards of leadership and sportsmanship as evaluated by

members of the department who have observed his/her coaching, athletic training, or intramural supervision.

g. A candidate must present documented evidence of sustained contributions to sports public relations, to the College community, and to the broader community.

F. Procedures for Promotion of Athletic Staff Members

The Promotion Committee for the Professional Athletic Staff shall consist of the Vice President for Academic Affairs and Provost, the Associate Provost, the Director of Athletics, three (3) athletic staff members with a minimum rank of Athletic Staff II selected by the athletic staff, and the standing member of the bargaining unit selected to serve on the College Promotion and Tenure Committee.

Candidates meeting the requirements for Athletic Staff II may apply for promotion in their third year or thereafter; candidates meeting the requirement for Athletic Staff III may apply in their sixth year of service or thereafter. In the event an application for promotion is denied, the candidate may not reapply for promotion until the expiration of an additional year of service at Rider College. In the event a second or subsequent application is denied, a candidate may make further application only at the end of a three-year period after such denial or if the candidate is nominated by the Director of Athletics.

Except as described above, the other applicable procedures for promotions described in Article VIII above, including timetable and procedures for appeals, shall apply to promoting athletic staff members. The Director of Athletics shall perform the duties of the department chairperson under the promotion procedures of Article VIII.

G. Annual Increments for Head Coaches

A member of the professional athletic staff assuming responsibilities of a head coach who formerly had assumed no head coaching responsibilities or who has his/her responsibilities extended to include an

additional head coaching position shall receive twice the annual increment for which the professional athletic staff member would otherwise have been eligible.

H. Driving Restrictions

Members of the professional staff shall not be required to drive College vans or other vehicles transporting College teams to locations more than 150 miles from the College.

Professional athletic staff members shall not be required to drive their personal vehicles to away contests. In the event a college vehicle is not available for away contests, the College shall be required to rent or otherwise provide additional vehicles to transport student athletes and professional athletic staff.

The College agrees to indemnify and hold harmless all members of the professional staff who are assigned by the College to drive college vans or other vehicles transporting college teams from liabilities that may arise as a result of their performing such assignments, other than for acts of gross negligence or willful neglect.

I. Assistants

The College agrees that the following athletic programs shall have a part-time assistant, which may be a graduate assistant, a seasonal part-time athletic staff member, or an otherwise unassigned full-time staff member:

| | |
|---|---|
| Athletic Training | Men's Varsity Baseball |
| Men's Varsity Soccer | Men's Varsity Track |
| Women's Varsity Field Hockey | Women's Varsity Softball |
| | Men's Varsity Swimming |
| Women's Varsity Basketball | Men's Varsity Wrestling |
| | Men's Intramurals |
| Women's Intramurals | Women's Varsity Swimming |

J. Length of Seasons

The official length of each season shall be determined by the Athletic Director and the head coach of the appropriate sport. If agreement as to the length of the sport season cannot be reached, the matter shall be mediated by the Athletic Council. If such mediation fails, a determination shall be made by the Vice President for Academic Affairs and Provost.

## ARTICLE XVI

## PART-TIME FACULTY

A. Promotion

Part-time members of the bargaining unit shall be eligible, after the completion of at least four (4) semesters, to apply for promotion from Adjunct Instructor to Adjunct Assistant Professor, at least six (6) semesters after appointment or promotion to Adjunct Assistant Professor for promotion to Adjunct Associate Professor, and at least six (6) semesters after appointment or promotion to Adjunct Associate Professor for promotion to Adjunct Professor. All of the above requirements refer to teaching at the College during the Fall and Spring semesters.

Candidates shall apply for promotion by contacting the appropriate department and making arrangements for evaluations by the department chairperson and the members of the department. Such evaluations shall be forwarded to the appropriate school Promotion and Tenure Committee and the application shall be processed by such with all of the procedures provided for in Article VIII.

Standards for promotion shall be as follows:

1. Effective Teaching
Candidates must show evidence of effective teaching as required under Article VIII for full-time members of the bargaining unit.

2. Scholarly and/or Appropriate Professional Activity
For promotion from Adjunct Instructor to Adjunct Assistant Professor, candidates must show evidence of scholarly and/or appropriate professional activity. For promotion to a higher rank, evidence of some scholarly activity of the nature described in Article VIII for full-time members of the bargaining unit is required.

3. Contributions to Department, School, or College
Candidates must show evidence of contributions to the department, schools, or College.

Part-time members of the bargaining unit who teach graduate level courses shall be required to meet all of the standards for promotion established for full-time bargaining unit members in Article VIII.

B. Faculty Rank

Possession of an adjunct faculty rank will not entitle an individual to the corresponding rank if such individual becomes a full-time member of the faculty. Instead, such individual shall be required to undergo the appointment procedure under Article VII and may be assigned such rank as may be appropriate.

C. Hiring

Part-time members of the bargaining unit who have taught an average of twelve (12) hours per year during the regular terms for the previous three (3) years shall be given priority in appointment for courses for which they are qualified.

## ARTICLE XVII

## EVALUATION

A. Evaluation Procedures for Reappointment, Promotion, Tenure, Retention

All evaluations relating to reappointment of non-tenured faculty, librarians, and professional athletic staff, promotion, tenure, and retention shall be conducted in accordance with the Articles on Reappointment, Promotion and Tenure, Professional Athletic Staff, and Lay-Off contained in this Agreement.

B. Department Assignments to Adjuncts

Each adjunct bargaining unit member will be assigned to a department for purposes of annual evaluation.

C. Course Evaluations

Each semester, it shall be the professional responsibility of each member of the faculty, for his/her professional development, to solicit the students' evaluations of each course section

taught by such faculty member. Prior to the final week of classes each semester, each faculty member shall either deposit with his/her respective dean a copy of the form to be used for the semester's evaluations or a written description of the means by which he/she proposes to accomplish such evaluation.

## ARTICLE XVIII

## PAST PRACTICES

This Article is intended to deal with matters not specifically referred to in other provisions of this Agreement. Except as modified by this Agreement, substantive past practices and policies in effect at the date of the execution of this Agreement, which affect terms and conditions of employment, shall be continued in effect. For the purpose of this Article, substantive practices shall be defined according to factors such as the impact on the number of bargaining unit members affected and/or the inherent quality of such policies or practices. If the continuation of any such practices or policies shall entail substantially increased expenditures, then the parties will attempt to resolve any disagreement concerning the continuation of such practices or policies, pursuant to the grievance procedures specified in this Agreement. In the event that such resolution cannot be arrived at through the grievance procedures, then the matter shall be determined by arbitration, as provided by this Agreement. In reaching a determination of such an issue, the arbitrator shall balance the amount of substantially increased expenditures with the impact upon the unit member or members. In the event such arbitrator shall determine that the benefit of continuation of such past practice and policy shall outweigh such increased expenditure, he/she shall direct its continuation. In the event that he/she shall determine that such benefit does not justify the increased expenditure, he/she shall direct that such past practice or policy need not be continued in effect; or he/she may direct an alternative solution to the issue. In addition, a contention by the AAUP that a substantive past practice or policy affecting terms and conditions of employment has not been continued in effect in violation of this Article may be processed under the grievance procedures including arbitration specified in this Agreement, even if continuation

of such past practice or policy does not involve substantial expenditures of monies by the College.

## ARTICLE XIX

## MANAGEMENT RIGHTS

The authority and right of the Board of Trustees to govern the affairs of the College, except as modified or limited in this Agreement, is recognized by the AAUP. All management rights and functions, except those which are changed or modified by this Agreement, shall remain vested in the Board of Trustees. The power and duties of the Board of Trustees under the laws of this State and the Charter granted to this College shall not be impaired or limited, except as may be set forth in the provisions of this Agreement.

## ARTICLE XX

## AGENCY RIGHTS

A. Association Security

The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that each bargaining unit member who is not a member of the AAUP shall, nevertheless, thirty (30) days following commencement of employment or the execution date of this Agreement, whichever is later, be required to contribute to AAUP as representation costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of AAUP. Bargaining unit members who are not members of AAUP and who, annually in the case of full-time members of the bargaining unit and upon each appointment for part-time faculty, file an affidavit with the College, together with a copy thereof with the AAUP, to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf shall be required to make a contribution to the Rider College Memorial Scholarship Fund in an amount equivalent to the representation costs for which they would otherwise have been responsible. Such individuals shall forward to the AAUP a check payable to the Rider College Memorial Scholarship

Fund and the AAUP shall promptly transmit the check to such Fund. Upon payment of such contribution, a bargaining unit member shall have no further obligation under the provisions of this Article for the balance of such academic year or, in the case of a part-time bargaining unit member, for the balance of such semester or season.

B. Enforcement

The parties recognize that the failure of any member of the bargaining unit to pay his dues or representation costs to AAUP or his/her in lieu contribution to the Scholarship Fund as aforesaid shall be deemed just and reasonable cause for the termination of such individual's employment and for the non-reappointment of such individual in a bargaining unit position at Rider College. The procedure to be followed in the event of a violation of the requirements of this Article shall be as follows:

1. Notification Regarding Non-Compliance
The AAUP shall notify the member of the bargaining unit of non-compliance with the terms of this Article by certified mail, return receipt requested, or by personal service. Said notice shall state the fact of non-compliance, shall quote the language and terms of this Article, and shall advise such individual that a 30-day period will be afforded for compliance. In addition, such notice shall indicate that failure to effect compliance within such 30-day period may result in a request being filed with the College by AAUP for the termination of such individual's employment and/or the non-reappointment of such individual in a bargaining unit position at Rider College.

2. Termination for Non-Compliance
In the event that such member of the bargaining unit, after receipt of the aforesaid notice and the expiration of such 30-day period, shall fail to comply with the requirements of this Article, the AAUP shall notify the College of such failure, in writing. The College shall then send a letter to such non-complying member of the bargaining unit, terminating his/her employment and advising him/her that he/she will not be appointed or reappointed to a bargaining unit position at Rider College. Such termination shall observe the standards

of notification for other terminations referred to elsewhere in this Agreement. The AAUP agrees to indemnify and hold harmless the College against any and all expense, liability, damage, or loss, including attorney's fees, resulting from a termination under this Article, which termination is found to be wrongful by reason of any action or failure to act by the AAUP.

C. Dues Check-Off

The College will deduct from the salary of all full-time members of the bargaining unit AAUP dues or representation costs, as aforesaid, required to be paid by such full-time members of the bargaining unit upon the condition that AAUP furnish the College in due and proper form in conformity with the provisions of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the full-time members of the bargaining unit permitting such deductions. Such deductions shall be made from the salary check due each such full-time member of the bargaining unit each month when dues or representation costs are due, and the College shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.

## ARTICLE XXI

## GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose

The purpose of the Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

B. Definition

A grievance may be an allegation by either the AAUP or the College that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. Except as set forth in Section D, the grievance procedure provided for herein shall not include any complaints relating to appointments, reappointments (except as specifically set forth in Article XV), annual evaluations, academic governance (except as specifically set forth in

Article XII), promotion and tenure, provided, however, that either party to this Agreement may file a complaint in the areas mentioned previously, solely on the basis that due process under the procedures set forth elsewhere herein with regard to appointment, reappointment, annual evaluations, academic governance, promotion and tenure, has not been followed. Such procedural complaint shall not be filed until the grievant has exhausted such appeals procedures as are provided for herein. In such cases, the arbitrator's jurisdiction shall be limited to a determination, including appropriate remedies, as to whether the procedures called for herein have been adhered to so that due process as required under this Agreement shall not be violated. In the case of academic governance, questions as to whether a matter is within the scope of jurisdiction of an Academic Policy Committee are arbitrable hereunder.

C. Grievance Procedure

Where special procedures relating to arbitration have been provided for elsewhere in this Agreement, they shall apply. Otherwise, the following procedure shall apply. Grievances may be filed by the AAUP on behalf of any member or group of members of the bargaining unit, or by the College. A written grievance by the AAUP must be filed in duplicate with the dean or the associate dean of the respective school, the Vice President for Academic Affairs and Provost or the Associate Provost, or, in the case of the Library and Athletic Department, with the Director of Library Services or the Director of Athletics, or in the case of a grievance by the College, with the President of the AAUP or other officers of the AAUP, within fourteen (14) calendar days after the event or state of facts giving rise to the grievance becomes known to the grieving party. However, in all cases the initiation of a grievance must be filed within ninety (90) calendar days after the occurrence of the facts upon which it is based.

1. Step One

The grievance must be stated in writing setting forth the basis therefor and the relief requested. A meeting regarding the grievance will be held within fourteen (14) calendar days from the date of filing of the grievance, between the bargaining unit member or members involved and a representative of

the AAUP, and a representative designated by the College from the affected school, library, or athletic staff. A decision shall be rendered in seven (7) days and the AAUP shall have seven (7) days thereafter to appeal to Step 2.

2. Step Two
If the response to Step 1 does not resolve the grievance, it may be appealed at the second step to the Vice President for Academic Affairs and Provost, or his/her designee, by either side within seven (7) calendar days after the Step 1 decision has been rendered, and the Step 2 meeting shall be held within seven (7) calendar days after written notice of appeal from Step 1 has been delivered. The meeting at the second step of the grievance procedure shall include the Vice President for Academic Affairs and Provost of the College, the dean or his designee, and such other representatives for the College as the Vice President for Academic Affairs and Provost may designate, and representatives of the AAUP. It may include the bargaining unit member(s) involved. A decision shall be rendered within fourteen (14) calendar days after the Step 2 meeting.

3. Step Three
If the grievance is not resolved at Step 2, then within thirty (30) calendar days after the determination reached at Step 2, either party may request arbitration. The parties shall bear equally the costs of such arbitration; however, each party shall bear its own costs for counsel fees, witness fees, and transcripts, if any. There shall be no outside arbitration with regard to issues arising in connection with appointment, reappointment, annual evaluation, academic governance, promotion and tenure, except as provided in Section B alleging violation of the procedural requirements assuring due process as set forth under the appropriate sections of this Agreement or as provided in Section D or as provided in Articles XII and XV. In the event either party to this Agreement alleges a violation of Article XXII, "No Strike, No Lockout," or alleges immediate irreparable injury to its interests, the aggrieved party may waive Steps 1 and 2 and proceed immediately to arbitration.

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By mutual consent of the AAUP and the College in writing, any one or all of the steps provided for herein (except Step 3) may be waived, and the grievance may be submitted directly to arbitration in accordance with Step 3.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator may not alter, modify, add to, or change the terms of this Agreement.

Arbitration hearings may be held on the Rider College campus or another mutually agreed-upon site.

Arbitrators shall be chosen from the following list which has been agreed upon by the parties.

Lewis Gill
Jay Kramer
Robert E. Light
Robert Mitrani

Grievances processed to arbitration shall be assigned to the listed arbitrators sequentially. In the event the arbitrator who is next in line to hear a case cannot provide a hearing date within sixty (60) days of the request, the next named individual shall be contracted for a hearing date, unless this time limitation is waived by the parties. In the event that both parties agree that a grievance is of such a nature that time is of the essence, the arbitrator from the list who can provide the earliest hearing date shall be selected.

The calendar day limitations in Steps 1 through 3 shall be suspended during scheduled College vacations and holidays and during the summer session or upon mutual agreement by both parties. The time limitations during these periods shall be agreed upon in writing by the Chief Grievance Officer of the AAUP or his/her designee and the Vice President for Academic Affairs and Provost or his/her designee within ten (10) days of the filing of the grievance by the AAUP or the College.

D. Application of Grievance Procedure

It is understood and agreed that AAUP may utilize the full grievance procedure provided for herein with respect to action by the Board of

Trustees which the AAUP claims is violative of the requirement that the Board of Trustees not, without written substantive basis, substitute its judgment on the professional expertise of the candidate for properly documented judgments submitted to the Board of Trustees in connection with Promotion and Tenure pursuant to Article VIII. However, no such grievance may be filed on the basis that any recommending body has substituted its judgment on the professional expertise of the candidate on the grounds of inadequate departmental documentation for the judgment of another body. No such grievance may be filed in the event of denial of promotion and/or tenure unless the bargaining unit member in question has completed an appeal to the Trustees Appeals Committee.

In the event of such a grievance, the arbitrator's authority shall, in all events, be limited with respect to a remedy, to remanding the matter to the Board of Trustees for redetermination. In no event may an arbitrator direct the granting of tenure or the awarding of a promotion.

## ARTICLE XXII

## NO STRIKE; NO LOCKOUT

The AAUP, its officers, agents, affiliates, members, and employees agree that so long as this Agreement is in effect, there shall be no strikes, slowdowns, stoppages of work, concerted efforts not to meet classes, boycotts, or any other concerted acts that interfere with the normal operations of the College. During the term of this Agreement, there shall be no lockout of the members of the AAUP by the College. Any violation of the foregoing may be made the subject of a disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation to any other remedy under law for such violation.

Nothing contained in this Article shall compel any bargaining unit member to cross a picket line established at the College by any other union. Bargaining unit members honoring such a picket line shall not be paid for any days on which they miss scheduled work assignments as a result of honoring such picket line. The AAUP

shall not be liable to the College by reason of any bargaining unit member refusing to cross such a picket line.

## ARTICLE XXIII

## GENERAL WORK CONDITIONS

A. Keys

Upon written request, the College shall provide each of the faculty bargaining unit members or members of the professional athletic staff with a key to the building in which such person's office is housed. Said key must be returned upon termination of employment with the College.

B. Offices

The College shall provide each full-time bargaining unit member with suitably equipped office space and the necessary supplies for such person's work. Offices shall be equipped with a desk, chair, and such file cabinets, bookcases, and shelving as may be needed and as space permits. Requests for such additional file cabinets, bookcases, and shelving shall normally be made by the bargaining unit member through the annual department budget requests, which requests shall be funded. The parties both recognize the desirability of providing each full-time faculty member or full-time member of the professional athletic staff with a private office near his/her professional colleagues. The College shall furnish a list of all office assignments to the AAUP. The carrels in the Library shall be reserved exclusively for the use of the faculty.

C. Parking

The College shall, during the term of this Agreement, maintain, without charge, parking areas for members of the bargaining unit, near or adjacent to the buildings in which bargaining unit members have their offices. The College shall provide at least as many parking spaces near or adjacent to these buildings as there are bargaining unit members with offices in those buildings.

Priority shall be given by Security to ticketing cars parked in the faculty parking lots, especially during the first three (3) weeks of classes in the Spring and Fall. Faculty lots shall be checked regularly thereafter and cars ticketed. Faculty complaints regarding illegally parked vehicles shall be handled promptly. A short term (ten [10] minutes) parking space shall be maintained adjacent to the Mailroom entrance for the purpose of mail pickup and delivery.

D. Faculty Lounges

The College shall provide one (1) faculty lounge in each of the following buildings: School of Business, Fine Arts, Memorial Hall, Science Hall, and the Library. The parties agree that the present lounge facilities in each of such buildings constitute compliance with the requirement for faculty lounges.

E. Dining Facilities

The College shall make reasonable efforts to maintain a faculty dining room as a dining facility for use by members of the bargaining unit and other employees of the College during the periods of College activity. The hours of the faculty dining room will be such that faculty teaching classes around the lunch and dinner periods will have at least one (1) hour to use the room.

F. Secretarial Aid

The College shall continue to make reasonable efforts to provide secretarial services for the bargaining unit members of each department, and will promptly undertake a thorough review of the current secretarial resources available to bargaining unit members, including current allocation of such resources among the schools and their constituent departments, with a view towards improving the availability of secretarial assistance. The study will be coordinated by the Office of the Provost.

G. College Equipment and Service

1. Duplicating and Postal Services
Each member of the bargaining unit shall have adequate access to duplication equipment and postal service. In addition to the College's regular office hours, the Duplicating Center

shall remain open for two (2) hours beyond normal closing time for a one-week period at the beginning and at the end of the Fall and Spring terms. All documents returned from the Duplicating Center shall be checked for accuracy and returned promptly.

2. Cleaning
Offices, classrooms, laboratories, rest rooms, and hallways shall be kept in a clean and orderly condition. The regular cleaning schedule arranged by the College shall be adhered to.

3. Telephones
Each faculty office shall continue to be equipped with a telephone with its own extension number connected to the secretary's office of that department.

4. Audio-Visual Support
Upon forty-eight (48) hours' advance notice to the Audio-Visual Center, a bargaining unit member shall have in a classroom a record player, an overhead projector, a tape recorder, a slide or film projector and screen, and/or a video cassette recorder and television monitor, to the extent such equipment is available. The College shall use its best efforts to provide such equipment on less than forty-eight (48) hours' notice.

By January 1, 1989, the Audio-Visual Center shall be absorbed into the Library and shall be considered a library service. The processing of audio-visual information, including the housing of catalogs, the provision of research assistance, the ordering of films and the purchasing of video tapes, will be the responsibility of the library staff. Bargaining unit members shall receive research assistance from the professional library staff in locating video cassette recorder tapes, films, and other audio-visual materials for instruction.

5. Mileage Rates
College vehicles, when available, may be used by members of the bargaining unit in fulfillment of their professional responsibilities, provided that requests for reservations for the use of such vehicles are made in advance and approved by the College. Except as set out hereafter, for any use of a

private vehicle by a bargaining unit member, which use is approved by the College, such member shall be reimbursed at the then-prevailing Internal Revenue Service approved rate.

For the following special classifications of private vehicle use by a bargaining unit member, which use is approved by the College, such member shall be reimbursed at a rate equal to three (3) cents in excess of the then-prevailing Internal Revenue Service approved rate: (i) supervision of professional field experiences in the School of Education; (ii) supervision of internships in the School of Liberal Arts and Science; (iii) transportation of a college team to a scheduled intercollegiate athletic event by the professional athletic staff; (iv) recruiting and scouting by the professional athletic staff.

6. Photocopies of Journal Articles
Library personnel will photocopy and provide one copy of journal articles from hard copy or microform for faculty within forty-eight (48) hours of receiving a journal reference or citation. By September 1, 1989, the College will have the necessary equipment to request, through the use of facsimile equipment, copies of articles from journals not subscribed to by the Rider College Library, and such requests will then be transmitted within forty-eight (48) hours of their receipt.

H. Environmental Conditions

1. Facilities Monitoring Committee
A joint committee, entitled the Facilities Monitoring Committee, shall be established. The Committee will be comprised of two (2) members of the AAUP Executive Committee, the Vice President for Business and Finance, and the Director of Facilities and Land Management. The Committee shall monitor the general condition of campus buildings, facilities, and services. Problem areas will be discussed, and the College will promptly correct any conditions that endanger the health and safety of bargaining unit members. The Committee will meet regularly (no less frequently than twice each semester and once during the summer). Among other subjects, the Committee will make recommendations with

respect to building temperatures, parking regulations and restrictions, campus lighting, cleaning of campus buildings, availability of supplies, and campus conditions which affect the comfort and physical well-being of members of the bargaining unit.

2. Asbestos Audit

The College will retain, by February 28, 1989, a reputable firm to undertake a campus-wide audit and study of any asbestos-related problems that may exist, and, in consultation with such firm, will establish an asbestos management program which will specify a timetable for and the methods by which asbestos-related problems that may be discovered will be remedied.

The College will consult with the Facilities Monitoring Committee concerning the designation of the firm to undertake such audit and study relating to asbestos, as well as the report and recommendations presented by such firm, a copy of which will be provided to the AAUP.

In addition, the College will retain, by February 28, 1989, a reputable firm to carry out a complete environmental audit of Science Hall. Such audit shall include a review of the extent and the nature of storage of harmful, hazardous, and toxic materials, the condition of cooling and heating units, the quality of drinking water, and the quality of the air. Such audit shall indicate environmental hazards found to exist in Science Hall, and a suggested plan for remedying such problems. The College will consult with the Facilities Monitoring Committee concerning the selection of the auditing firm and the results of the audit report. A copy of the audit report will be provided to the AAUP.

5. Temperature Range

Classrooms, offices and laboratory temperatures shall normally be maintained within the range of 68°F to 75°F. Complaints in regard to this matter shall be transmitted

to the Office of Vice President for Business and Finance and will be answered promptly.

6. Noise

Efforts will be made to reduce the instructional inconvenience of noise-causing maintenance activities such as lawn mowing and garbage collection. Complaints in regard to this matter shall be transmitted to the Office of Vice President for Business and Finance and will be answered promptly.

I. College Store

The College Store and members of the bargaining unit will continue to adhere to the policy for ordering books agreed upon between the College and the AAUP. A copy of this policy will be provided to all faculty in each semester in which they are scheduled to teach. The respective deans will consult with the College Store, from time to time, to assist in determining appropriate initial and follow-up book orders for courses, and will monitor the book-ordering process on an ongoing basis, advising of changes of which the dean becomes aware. The College Store will place a book order based on the maximum permitted enrollment for all ISP courses, unless the ISP course instructor has approved, in writing, the ordering of fewer books for such course. The College and the AAUP acknowledge their mutual commitment to making available to teaching faculty, on a timely basis, an adequate supply of books needed for instructional purposes.

J. Handicapped Students

Faculty members who are assigned students whose physical handicap or learning disability requires special adjustments in the methods of instruction will be advised by the College of the enrollment of any such students in courses being taught by any such faculty members as soon as may be practicable after the College learns of the enrollment of any such students.

K. Faculty Benefit Information

The College shall distribute to each member of the bargaining unit a copy of this Agreement and shall distribute a summary of employee benefits available to full-time bargaining unit members, which summary shall be prepared by the AAUP and agreed to by the parties. The College

will also distribute all information concerning employee benefits required to be distributed by law. In addition, the College shall provide 100 copies of the Agreement to the AAUP.

L. December Pay Check

The College shall provide the December pay check on or before December 15, whenever practicable.

M. Personnel Directory Listing

The Rider College Personnel Directory, Faculty and Staff, will include rank and title listing of bargaining unit members as of the date of its publication.

N. Check Cashing

Bargaining unit members shall be entitled to cash checks in an amount up to $100 at the College Store check-cashing facility, except during regularly scheduled non-check cashing periods during the year, which will be announced by the College on an annual basis.

O. Library Acquisitions Budget

The Educational Service Committee shall have access to the Library acquisitions budget each year.

P. Library Working Conditions

1. Changes in Scheduled Hours
The College shall discuss with the AAUP any changes of scheduled hours of work before such changes are put into effect. In case the AAUP disagrees with any such change, grievances may be directed by AAUP immediately to the second step of the grievance procedure.

2. Duties
Librarians shall not be required to perform duties normally performed by non-bargaining unit members. The Library shall not be open for more than three (3) hours per day without a librarian on duty.

3. Time for AAUP Meetings
Librarians shall be entitled to time for attendance at AAUP meetings, provided that one

(1) librarian shall remain on duty at the Library during such meetings. If a librarian is elected to an AAUP office, the librarian shall receive time to attend AAUP Executive Council meetings as well as AAUP chapter meetings.

4. Paid Holidays

Librarians shall have paid holidays as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanskgiving Day
Christmas Day
Friday during Spring recess
One floating holiday

5. Vacations

Librarians shall be entitled to twenty (20) paid days of vacation annually. Librarians may accumulate and carry over to a subsequent year up to a maximum of ten (10) days of paid vacation, provided that the staffing needs of the Library are met at the time that such carry-over vacation is to be taken. Five (5) days of paid vacation which are accumulated and carried over to a subsequent year will not be compensated for in the event of the termination of the employment of the affected librarian.

Q. Long-Range Space Allocation Planning

A joint committee comprised of three (3) persons designated by the AAUP and three (3) persons designated by the College shall be established to assist the College in:

1. determining long-range space needs for academic programs, and

2. developing a plan for future allocation and use of space for academic purposes.

The committee role shall be advisory. The committee shall meet periodically. Its first meeting will be no later than December, 1988.

## ARTICLE XXIV

## OPEN CLASSROOM

The parties acknowledge that the activities of the classroom are an integral part of the teaching-learning process and constitute a significant aspect of the professional role of the faculty member. Members of the Board of Trustees, the academic dean of each school, and others holding academic rank at Rider College, shall be welcome to visit classes. Such visitors shall observe the professional courtesies and amenities of the academic environment and shall always honor the integrity of the classroom. Visits shall be made with at least forty-eight (48) hours advance notice, unless waived by the affected faculty member, or unless an emergency exists which threatens the physical or psychological well-being of students, the affected faculty member, or others, giving rise to a need to visit the classroom without such prior notice. Such visits may produce formal written evaluations of classroom instruction. No evaluation of the faculty member shall be made and submitted to any third party unless the faculty member is notified thereof and given a copy of the written evaluation.

## ARTICLE XXV

## WORKLOAD

### A. Workload Information

By October 15 of each academic year, the dean or associate dean shall meet with his/her respective departments to discuss course and workload planning for the following year. During such meeting, the dean or associate dean shall present to the departments appropriate information concerning recent enrollment history, enrollment projections, and known curricular changes from elsewhere in the institution that may affect enrollment in a particular department. The purpose of such meetings shall be to assist the departments in understanding the anticipated needs for their courses in the general institutional context.

B. Workload Layout

The department chairperson shall convene a meeting of the members of the department or representatives by December 15. The chairperson and the members of the department, by majority vote, shall plan the courses required to satisfy departmental major(s), minor(s), school core requirements, service requirements (courses required by other departments or schools), and electives. Such determination shall reflect the current program requirements as stated in the Academic Catalog. The department chairperson and the members of the department shall also prepare a layout encompassing the sequence and frequency with which such courses shall be offered and transmit the layout to the dean. The past practice with respect to consultation with the Dean of the School for Continuing Studies will continue to be followed.

C. Workload Planning

The members of the department and the chairperson, by majority vote, shall plan the departmental workload for the following school year based upon and consistent with the layout previously prepared by the members of the department and the aforesaid information supplied by the dean or associate dean.

D. Priority of Scheduling

The order of priority for scheduling sections of courses shall be as follows:

1. core requirements;
2. major/minor requirements;
3. service requirements (courses required by other departments or schools);
4. ISP's;
5. electives;
6. special projects.

Where a particular course may fit into more than one of the foregoing categories, it shall be deemed to be in the highest of those categories into which it fits unless the course can be counted toward a major but is not required for that major. In such a case, the course shall be considered for purposes of this section as an elective.

Subject to the foregoing, where the major requirements of a department (or a discipline in a multi-disciplined department) exceed forty-two (42) credit hours (inclusive of introductory course work), only forty-two (42) credit hours from such a major, as designated by the department (or discipline), will be assigned to the priority designated above for major/minor requirements. The balance of the courses comprising the credit hours in excess of forty-two (42) for such major will have a priority designation as electives, and, as to such course, the dean may adjust the frequency of scheduling of such course in accordance with their lower level of priority. Major requirements offered by another department (or discipline in a multi-disciplined department) will not be included in the forty-two (42) credit hours referred to above.

Department course offerings specifically required for departmental majors will be offered no less frequently than once every other academic year, unless the enrollment for such a course fails to meet the established course minimum, in which case the dean may elect not to have such course offered, or unless the dean and the department agree that the course should not be offered for other reasons. Even where the enrollment for such a course continues to fail to meet the established course minimum, it will be offered no less frequently than once every third year, unless alternative arrangements satisfactory to both the dean and the department are adopted.

E. ISP Workload

Each department with fewer than ten (10) full-time members shall have the opportunity to teach at least one ISP per year and each department with ten (10) or more full-time members shall have the opportunity to teach at least two (2) ISP's per year.

F. Special Projects

There shall be five (5) classifications of special projects as set forth hereafter. Each special project shall provide for a minimum of three (3) hours per semester of workload credit. The classifications of special projects are:

1. Projects Selected by School Academic Policy Committees

Special projects designated for implementation by the respective school Academic Policy Committees. Each academic year there shall be five (5) such projects in the School of Liberal Arts and Science, three (3) such projects in the School of Business Administration, and two (2) such projects in the School of Education. The special projects referred to in this classification shall be limited to the following:

a. student recruitment;
b. department course/curriculum development;
c. new college program development;
d. department, school, or College self-study;
e. research;
f. professional development and activities.

2. Projects Selected by the Deans via School Academic Policy Committees

Special projects chosen by the respective deans from lists of proposed projects submitted to them by the school Academic Policy Committees. Each academic year, there shall be three (3) such projects in the School of Liberal Arts and Science, two (2) such projects in the School of Business Administration, and one (1) such project in the School of Education.

3. Deans' Discretionary Projects

Special projects assigned by and at the discretion of the dean.

4. Provost's Discretionary Projects

Special projects assigned by and at the discretion of the Vice President for Academic Affairs and Provost.

5. Ongoing Projects

Special projects of an ongoing nature. Individuals shall be assigned to such projects by the College after consultation with the appropriate Academic Policy Committee or other appropriate faculty advisory committee.

G. Procedures for Special Projects

While proposals for special projects may originate from a department, a bargaining unit member, a dean, an Academic Policy Committee of a particular school or of the College, or from any other source, any such proposals shall initially be the subject of consultation between the appropriate dean and the affected department(s) before initiation of the procedure set out hereafter.

1. Applications by Department to School Academic Policy Committee

By January 10, a department shall submit to the applicable school Academic Policy Committee, applications for workload credit for a special project, together with a workload impact statement. It will be the sole responsibility of the applicable Academic Policy Committee after January 10, to determine whether or not released time is warranted for any of such proposed projects. The Committee will then make a recommendation to the dean, with copies sent to the applying department, which recommendation shall also rank order the applications in order of merit, as determined by the Committee. The deans shall implement such work release with respect to the first five (5) projects listed for the School of Liberal Arts and Science, the first three (3) projects listed for the School of Business Administration, and the first two (2) projects listed for the School of Education.

2. Additional Selections by the Dean

In addition, the dean shall choose from the remaining rank-ordered project proposals, at least the number of additional projects set forth in Section F(2) of this Article.

3. Selection of Discretionary Projects

Further, workload credits for special projects may be assigned by the dean or the Vice President for Academic Affairs and Provost. Such assignments shall be preceded by consultation with the department, the school Academic Policy Committee, or with the College Academic Policy Committee for projects which will have a college-wide impact.

4. Selection of Ongoing Projects

The dean of each school and the respective school Academic Policy Committee, and the Vice President for Academic Affairs and Provost and the College Academic Policy Committee, shall mutually agree upon a list of special projects of an ongoing nature which will receive workload credits. Projects may be added or deleted or the individual involved in these projects may be altered through mutual agreement of the dean and the school Academic Policy Committee, or the Academic Vice President for Academic Affairs and Provost and College Academic Policy Committee. Recipients of such workload credits shall submit an annual report to the appropriate body detailing the activities completed during the previous year with respect to this project.

5. Continuing Projects

Special projects continued into the next year from the current year, or from past years, shall follow the process described in G(1) above. In addition, the application for renewal shall include a report detailing the activities completed during the previous year or years with respect to such project.

H. Creation of the Staffing Plan

It shall be the responsibility of the members of the department to staff the classes called for by such plan, using the assignable full-time faculty within the department, including the department chairperson. Such staffing plan shall be delivered to the dean by February 10 each academic year. Failure to do so shall leave the staffing plan to the discretion of the dean. The staffing plan shall effectively and fairly utilize the professional competencies of the members of the department.

I. Implementation of the Staffing Plan

The dean will implement a staffing plan which properly provides for projected student enrollments and otherwise reflects appropriate consideration of the information provided to a department pursuant to Section A of this Article, satisfies the needs for courses and sections established under this Article, giving due consideration to the relative priorities of courses as set forth in this Article, and fairly

and effectively utilizes the professional competencies of the members of the department. In the event the dean declines to implement a staffing plan because it does not meet the preceding requirements, he/she shall return it to the members of the department with his/her written comments. The members of the department shall have a period of five (5) working days after return of the staffing plan to make such changes in the plan as they deem appropriate and to make any other responses to the dean's comments. In the event the dean and the members of the department still disagree over the proposed staffing plan, including a disagreement over appropriate maximum and minimum numbers of students permitted or required for enrollment in particular course(s), the matter shall be referred to the Vice President for Academic Affairs and Provost by the members of the department and he/she shall make the final decision with respect to such disagreement. If such decision disagrees with the position of the department, written reasons therefor shall be provided to the department. However, the department shall make the final decision with respect to the maximum numbers of students permitted in an ISP course.

J. Assignment of Overloads

If the assignable full-time faculty within the department is not sufficient to staff the needed courses and/or sections, the department shall so advise the dean at the time it delivers the staffing plan. The College may elect to staff the remaining needed courses and/or sections by assigning them to full-time bargaining unit members who wish to teach compensated overload or to hire part-time faculty to staff such courses and/or sections. In the event the College does assign such courses and/or sections on an overload basis during the Fall, Spring, and January Term (including Midmester), qualified full-time bargaining unit members will be given preference for such courses and/or sections. All full-time members of the bargaining unit shall be eligible to apply for and shall be given preference for compensated overload or assignment for teaching during special sessions of the College at the then prevailing overload rates (provided that they apply by the stated deadline), except that bargaining unit members in the School of Business Administration are ineligible for overload assignment during the academic year. Assignments for compensated overload shall be made by the

College upon the recommendation of the appropriate department. Bargaining unit members shall not be required to accept overload assignments.

K. Unassigned Teaching

If the needed courses and/or sections have been staffed, but the assigned teaching workload of each full-time faculty member within the department has not reached the normal teaching limits stated below, then the members of the department shall so advise the dean, indicating the total amount of unassigned teaching within the department, at the time it delivers the staffing plan to the dean. After appropriate consultation with the dean, the members of the department shall then make a proposal to the dean for projects which shall benefit the department, school and/or the College and which will utilize the unassigned workload for the members of the department. Such projects may include, but shall not be limited to the following:

1. curriculum and disciplinary study;
2. teaching methodology;
3. mastering of new disciplinary subject matter and/or techniques;
4. basic skill support;
5. advising support;
6. research;
7. student recruiting; and
8. grant applications.

The dean shall review the proposal from the members of the department, and make a final determination as to which projects shall be undertaken based on their benefit to the department, school, and/or College. Members of the department who have been assigned such projects shall provide to the dean a written report on the accomplishment of such projects by the end of the school year for which they have been assigned. Special projects under this section in lieu of in-load teaching assignments will be limited to full-time members of the bargaining unit. It is understood and agreed that the availability of special projects in lieu of in-load teaching assignments shall not be deemed to be any evidence of the lack of a need for lay-offs under Article XIV.

L. Alteration of Workload Plan

It is understood that unanticipated events occurring subsequent to completion of a workload

plan in February may require revision of the workload plan by the dean in order to address problems of unstaffed or understaffed required courses. Such changes in the affected portion of the workload plan shall be made so as to use effectively and fairly the professional competencies of the department. The dean shall, when circumstances permit, confer with the chairperson and the affected members of the department before making any such changes.

M. Committee to Study Reduction of Contact Hours

The College and the AAUP agree to establish a joint committee to analyze present contact hour assignments and the implications of a possible reduction in these assignments within the context of the overall workload.

This committee shall be provided with necessary information to enable it to undertake its analysis and shall be free to explore all those issues deemed relevant. Furthermore, the committee study shall include but not be limited to the impact of any change in current practices on instructional quality and scholarly activity, current reduced assignments, overload assignments, curricula, staffing of programs, and finances.

The committee shall prepare a report, which shall not be binding on either the AAUP or the College. The report, which may include majority, minority, and individual views, will explore the impact on the future of the College resulting from any proposed changes in workload assignments. Copies of the report will be forwarded to the President of the AAUP, the President of the College, the College and the school Academic Policy Committees, the deans of the schools, and the Vice President for Academic Affairs and Provost.

The committee will consist of eight (8) members, four (4) of whom shall be appointed by AAUP and four (4) of whom shall be appointed by the Vice President for Academic Affairs and Provost. The committee shall hold its initial meeting no later than November 1, 1988, and shall submit its report by December 1, 1989.

N. Contact Hours

The required teaching load of a full-time bargaining unit member shall not exceed

twenty-four (24) classroom contact hours in an academic year. The teaching load of a full-time bargaining unit member who teaches a graduate school course or courses shall not be required to exceed nine (9) classroom contact hours for the semester during which such graduate school course or courses are taught.

Faculty members who supervise credit-bearing learning experiences and who are not otherwise receiving workload credit for such supervision shall receive credit for one-third of a classroom contact hour per project per semester which may be accumulated until the equivalent of three (3) classroom hours has been accrued. When the equivalent of three (3) classroom contact hours has been accumulated, the bargaining unit member shall receive a three (3) hour workload credit during the following academic year or, at the election of the dean, compensation in lieu of such credit at the then prevailing overload rates.

Faculty members who have graduate students enrolled in an undergraduate class for graduate credit shall receive credit for one-third of a classroom hour per student which may be accumulated in the same manner as in the paragraph above.

Faculty members who are required to teach a section which has ten (10) or more students in excess of the section limit will receive an additional three (3) workload credits.

No full-time member of the bargaining unit shall be required to teach classes on a given day on which classes extend from the beginning of the first class to the end of the last class for a period in excess of nine (9) hours. A full-time bargaining unit member shall not be required to teach a class at 8 a.m. the morning following an evening class which he/she is scheduled to teach.

O. Normal Class Hours

Any change in scheduling of classes from the normal hours for such classes will require approval of the affected bargaining unit member, the applicable department, and the appropriate dean. Whenever possible, any such changes will be provided for during the normal workload planning process.

P. Non-Teaching Responsibilities

Each full-time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the dean or department chairperson; to attend scheduled meetings of the department, school, or College, including Commencement and Convocation; to provide accurate and timely reports as requested by the College concerning student enrollment and performance; and, in accordance with prevailing policies and practices, shall arrange and schedule office hours each instructional week of the Fall and Spring semesters at times reasonably convenient to students; assist in registration and orientation during the academic year; and perform other college service agreed upon by the faculty member, department chairperson, and dean.

Each such member of the bargaining unit shall file current written course and project syllabi with the dean.

Q. Maximum Workload

No full-time member of the bargaining unit shall be required to teach more than four (4) different courses and one (1) Interim Semester Project, or alternatively, more than five (5) different courses during an academic year. No full-time member of the bargaining unit shall be required to teach more than three (3) different courses during a single academic semester.

R. Faculty Rank Prerequisite

Only persons with faculty rank shall be permitted to offer courses for credit at Rider College.

S. Maximum Teaching Assignment for Non-Bargaining Unit Personnel

Except for chairpersons, as provided for in Article XI, Section A, visiting faculty, and other non-bargaining unit personnel who have taught more than nine (9) classroom contact hours in a calendar year prior to the date of this Agreement, other non-bargaining unit personnel shall teach no more than nine (9) classroom contact hours per calendar year, except with the approval of the AAUP.

T. Graduate Course Assignments

All graduate courses assigned in load under this Article will be taught by full-time qualified members of the faculty, if available.

U. Reduced Load for AAUP Officers

The President of the AAUP, the Chief Grievance Officer of the AAUP and, during the final year of this contract, the Chief Negotiator of the AAUP shall receive a reduced classroom teaching load of three (3) hours per semester subject to the following conditions:

1. Identification
The identity of persons to receive workload credit shall be communicated in writing to the College by December 15 of the year preceding the school year during which such persons are to serve.

2. Maximum Per Department
No more than one (1) member of a department shall be eligible for workload credit hereunder unless by mutual consent of the College and the AAUP.

3. Members of Professional Staff
In the event that a bargaining unit member of the professional staffs is elected to serve in one of the AAUP positions designated for workload credit, the College will meet and confer with representatives of the AAUP in an effort to formulate a plan for providing appropriate time to fulfill the duties of such position.

V. Reduced Load for Promotion and Tenure Committee Chair

The Chairperson of the Promotion and Tenure Committee shall receive a reduced classroom teaching load of three (3) hours in the Fall term and three (3) hours in the Spring term.

W. Minimum Teaching Assignment for Full-Time Bargaining Unit Members

In no case shall the College be required to reduce any individual full-time bargaining unit member's workload by more than three (3) hours in any one semester for any reason or reasons, nor, except with the College's approval, shall any

individual full-time member's workload be less than eighteen (18) hours in any academic year for bargaining unit members teaching exclusively at the undergraduate level, fifteen (15) hours for those teaching graduate courses in either semester, or twelve (12) hours for those teaching graduate courses in both semesters.

## ARTICLE XXVI

## OUTSIDE EMPLOYMENT

The primary professional responsibility of full-time members of the bargaining unit is to Rider College. Outside employment, whether or not related to the professional competence of such unit member, which involves commitments equivalent to one (1) full day during a normal work week for more than four (4) weeks, or any rendering of professional services similar to those performed at Rider College, at another institution of higher education, shall be reported, in writing, prior to its commencement, to the dean, Director of Library Services, or Director of Athletics. Further, any outside employment of extended duration which conflicts with the performance of one's responsibility to Rider College shall be reported in writing as indicated above.

If the dean, Director of Library Services, or Director of Athletics determines that such outside employment impinges upon or conflicts with the individual's professional responsibilities to Rider College or competes with the services offered by Rider College, he/she may direct such individual to refrain from engaging in such outside employment, provided such a determination shall not be arbitrary. Such a determination may be grievable pursuant to Article XXI, "Grievance and Arbitration Procedure," set forth elsewhere in this Agreement. However, pending a determination of any such grievance, such individual shall not be required to refrain from engaging in such outside employment.

Copies of all reports concerning outside employment shall be filed by the individual member of the bargaining unit with the AAUP and any determination in response to such report shall also be filed with the AAUP by the appropriate dean, Director of Library Services, or Director of Athletics.

Outside employment which does not involve the rendering of professional services similar to those performed at Rider College and which occurs either during the summer period, during a vacation period, or during ISP periods in which the individual is not scheduled to teach need not be reported.

## ARTICLE XXVII

## RESEARCH AND ENRICHMENT

### A. The Faculty Research and Patent Committee

There is hereby established the Faculty Research and Patent Committee which shall be appointed by the bargaining unit members of the College Academic Policy Committee and which shall be composed of bargaining unit members or chairpersons, two (2) appointed from the School of Liberal Arts and Science, two (2) from the School of Business Administration, one (1) from the School of Education and professional staffs, and one (1) at-large member chosen on a rotating basis from each of the three (3) schools in the following order: School of Liberal Arts and Science, School of Business Administration, School of Education. In the event that bargaining unit members or chairpersons in a particular school are unavailable to serve as regular or alternate members, the bargaining unit members of the College Academic Policy Committee may appoint bargaining unit members or chairpersons from other schools to serve. The term of appointment of each committee member shall be two (2) years. Membership on the Faculty Research and Patent Committee shall be limited to faculty members with a minimum of two (2) years of prior service at the College. It shall be the responsibility of the Faculty Research and Patent Committee to elicit, review, and make decisions on all the applications by bargaining unit members for paid research leaves, summer fellowships, and grants as described below. In addition, the Faculty Research and Patent Committee shall advise and make recommendations to the President on patent policy in accordance with Article XXVIII.

B. Paid Research Leaves

1. Eligibility

Tenured bargaining unit members, tenured bargaining unit staff members, and full-time non-tenured bargaining unit staff members with six (6) or more years of service shall be eligible for paid research leaves. Members of the Faculty Research and Patent Committee shall not be eligible for paid research leaves during the term for which they were elected.

2. Number and Distribution

At least ten (10) paid research leaves shall be granted each year with at least one (1) allocated to eligible bargaining unit members from each of the Schools of Business Administration, Liberal Arts and Science, and Education. The foregoing allocation shall be subject to the receipt of applications from eligible faculty in each such school and further subject to the evaluation and determination of merit for each such application by the Faculty Research and Patent Committee referred to in Section A. Where replacement of a faculty member who is on a paid research leave is not necessary, as determined through the procedures set forth in Article XXV, "Workload," the College will not be obligated to replace such faculty member.

3. Conditions

Paid research leaves may be granted for scholarly study, research, or writing that will contribute to the professional development of the bargaining unit member and be of benefit to the College. Recipients shall be obligated to return to the College for at least one (1) full year of service after such leave. Within ninety (90) days after the return from such leave, a recipient shall be required to submit to the President, with copies to the Vice President for Academic Affairs and Provost, the faculty member's dean or supervisor, and his/her department or staff, a complete written report of the project undertaken. The Vice President for Academic Affairs and Provost will keep said reports on file and make them available to the Chairperson of the Faculty Research and Patent Committee upon request.

4. Procedures

The Faculty Research and Patent Committee shall first screen the pool of applicants in order to remove from the pool any proposals which the Committee determines lack sufficient merit to be appropriate for funding by the College. Thereafter, the Committee shall select from the remaining pool of applicants ten (10) faculty members to be recommended for paid research leaves. If there are more than ten (10) applicants in the pool, after the initial merit screening referred to above, the Committee will not recommend a paid research leave for individuals who have received such a leave during the preceding three (3) years, unless all faculty members in such pool who have not received such a leave during the three (3) preceding years are included on the list of recommended faculty. The Committee will also recommend three (3) alternates, in ranked order, in case one (1) or more of the selected faculty members is unable to accept the leave. The Chairperson of the Committee shall forward a copy of the recommendations to the Vice President for Academic Affairs and Provost prior to its transmittal for final decision to the Board of Trustees.

5. Appeal

Bargaining unit members may appeal in writing the failure of the Faculty Research and Patent Committee to follow the required procedure hereunder, but no appeal may be filed on the basis that the Faculty Research and Patent Committee has made an error in judging the merit of any proposal. The bargaining unit members of the College Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the College Academic Policy Committee shall be limited to remanding the matter back to the Faculty Research and Patent Committee with specific procedural instructions. In the event that the resolution of such an appeal results in any change in the recommendation of the Faculty Research and Patent Committee, then, to the extent applicable, the initial letters from the College granting paid research leaves shall be rendered void. Except as set out hereafter, appeals regarding the actions of the Board of Trustees under this Article shall be limited to an alleged failure by such Board to follow the

required procedure and shall be processed under the grievance and arbitration provisions of this Agreement. While the Board is not required to follow the recommendations of the Faculty Research and Patent Committee, any failure to do so shall be subject to the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

6. Compensation

Compensation for paid research leaves will be at the rate of one-half of base annual salary for one (1) academic year of leave or full base annual salary for one (1) semester of leave. All applicable employee benefits will remain in force during the period of a paid research leave.

7. Notification

The College shall notify recipients of the paid research leaves by December 15 in the academic year in which the application has been made, if the Board of Trustees has received the applications as aforesaid by the preceding November 15.

8. Commencement of Leave

A recipient of a paid research leave may commence such leave in either of the two (2) subsequent years following the awarding of the leave. The College will not be required to allow two (2) or more members in a department to defer leaves to the second year following the award. If two (2) or more members of a department are awarded leaves and wish to defer them, a random selection procedure shall be used to determine which faculty member may so defer the leave. Faculty members wishing to defer a leave to the second year following the award must so notify the College by January 15 of the academic year in which the award is made if they have been notified by the College that they have been granted a leave by December 15.

C. Other Leaves

1. Unpaid Leaves

A member of the bargaining unit granted a professional leave without pay for the purpose of engaging in research or advanced study that is not connected with the earning of an advanced or professional degree shall, upon

the person's return to full-time teaching at the College, be entitled to the same salary that he/she would have been receiving if he/she had been teaching on a full-time basis during the period of the leave. Past practice with respect to approval of such leaves shall continue to be followed.

The College will maintain medical benefits for bargaining unit members on research leaves funded by granting agencies other than Rider College as defined below. Upon such bargaining unit member's return to the College, the College will also make its full contribution to such bargaining unit member's retirement annuity, based on the base salary such bargaining unit member would have earned at Rider College during the year of the leave, provided that such bargaining unit member also makes his/her annuity payment during the research leave or upon return. The aforementioned benefits apply only to research leaves and grants funded by outside agencies and not to leaves taken for teaching or other employment or for research or other pursuits funded by the bargaining unit member.

2. Half-Time Leaves

A member of the bargaining unit may also apply for a half-time leave (one-half load for a semester) for the purpose of professional development at half pay, and to the extent permitted by the applicable insurance carrier, maintain in effect a proportionate level of benefits.

Bargaining unit members on unpaid or half-time leaves may elect to fund unpaid benefits at full level by their own contribution. No leave granted hereunder shall be construed by the College as evidence that the affected department or staff should be reduced.

D. Summer Fellowships and Grants

1. Eligibility

All members of the bargaining unit shall be eligible to make application for summer fellowships and grants-in-aid, except that bargaining unit members who are receiving a stipend from another source to cover living expenses during the summer months or who are engaged in teaching more than one (1) course

during the summer (excluding the Minimester) shall not be eligible for summer fellowships. Members of the faculty who do not receive summer fellowships shall have priority for the assignment of summer teaching. Members of the Faculty Research and Patent Committee shall not be eligible for either summer fellowships or grants-in-aid during the term for which they were elected.

2. Number and Amount of Awards

During the first year of this Agreement, the College shall allot at least sixteen (16) summer fellowships to bargaining unit members, subject to the receipt of applications for such fellowships and subject to the evaluation and determination of merit for each such application by the Faculty Research and Patent Committee. The number of fellowships shall be increased to at least eighteen (18) during the second year of this Agreement and at least twenty (20) during the third year of this Agreement. Such fellowships shall carry a stipend of $3,300 during the first year of this Agreement, $3,500 during the second year of this Agreement, and $3,700 during the third year of this Agreement. Such stipends shall be payable in equal installments in July and August. Each year the College shall allot $7,000 for a fund for grants-in-aid. Faculty members may apply for such grants in amounts not to exceed $700. Payment of grants-in-aid shall be on the basis of reimbursement of actual expenses incurred.

3. Conditions

Summer fellowships and grants may be awarded for scholarly study, research, and writing that will contribute to the professional development of the bargaining unit members and be of benefit to the College. Recipients shall be obligated to return to the College for at least one (1) full year of service after receiving the summer fellowship or grant. Within ninety (90) days of the opening of the Fall semester following the receipt of a summer fellowship or grant, a recipient shall be required to submit to the President, with copies to the Vice President for Academic Affairs and Provost, the faculty member's dean or supervisor, and his/her department or staff, a complete written report on the project undertaken. The Vice President

for Academic Affairs and Provost will keep said reports on file and make them available to the Chairperson of the Faculty Research and Patent Committee upon request.

4. Procedures

The Faculty Research and Patent Committee shall select from among the pool of applicants sixteen (16) bargaining unit faculty members or the first year of this Agreement, eighteen (18) during the second year of this Agreement, and twenty (20) during the third year of this Agreement to recommend for summer fellowships. The Committee will also recommend three (3) alternates, in ranked order, in case one (1) or more of the selected faculty members is unable to accept the fellowship. A similar list of faculty members recommended for grants-in-aid shall be drawn up. The Chairperson of the Committee shall forward a copy of the recommendations to the Vice President for Academic Affairs and Provost prior to its final transmittal to the President.

5. Appeal

Bargaining unit members may appeal the failure of the Faculty Research and Patent Committee to follow the required procedure hereunder, but no appeal may be filed on the basis that the Faculty Research and Patent Committee has made an error in judging the merit of any proposal. The bargaining unit members of the College Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the College Academic Policy Committee shall be limited to remanding the matter back to the Faculty Research and Patent Committee with specific procedural instructions. Except as set out hereafter, appeals regarding the actions of the President under this Article shall be limited to an alleged failure by the President to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement. While the President is not required to follow the recommendation provided by the Faculty Research and Patent Committee, any failure to do so shall be subject to the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

6. Notification

The College shall notify recipients of summer fellowships and grants-in-aid by March 10 of the academic year preceding the summer or academic year for which the awards are applicable if the President has received the recommendations from the Faculty Research and Patent Committee, as aforesaid, by the preceding March 1.

E. Faculty Travel

1. Faculty Travel Fund

a. The parties acknowledge the value of faculty participation at professional meetings. The College will reimburse members of the bargaining unit for up to $700 per person for travel, registration, food, lodging, and other expenses incurred in connection with such person's actual participation in professional meetings. After making such reimbursement payments, the College will provide further reimbursement to members of the bargaining unit, to the extent funds are available as set forth hereinafter, first for additional expenses associated with actual participation in professional meetings on a prorated basis, if necessary, and, then, for attendance at such professional meetings. The $700 per person reimbursement together with any further reimbursement payments provided for above shall not exceed $75,000 during the first year of this Agreement, $80,000 during the second year of this Agreement, and $85,000 during the third year of this Agreement.

b. The maximum reimbursement for attending professional meetings shall be one-half of expenses incurred, according to past practice. Such maximum reimbursement shall be prorated according to the method designated below.

c. If the College has not expended $75,000, $80,000, or $85,000 during each of the respective years of this

Agreement, as aforesaid, for reimbursement of the expenses of participants in professional meetings, the College shall proceed to reimburse faculty members for expenses associated with attending professional meetings, using the following method for prorating:

(i) The College shall determine the total sum submitted for reimbursement as a percent of the amount of money remaining before the $75,000, $80,000 or $85,000 limits, as aforesaid, will be reached.

(ii) Each such faculty member shall be reimbursed for that percent of all legitimate expenses associated with attending professional meetings.

d. The College shall continue to administer faculty travel funds according to the policy agreed to by the College and the AAUP. A copy of this policy will be provided to all full-time bargaining unit members at the beginning of each academic year.

e. Reimbursement for use of private vehicles for such travel shall be made according to the provisions of Article XXIII G(5).

F. Additional Research Support

The College may grant additional research support to members of the bargaining unit, provided that the source of any such financial support is a source external to the College.

## ARTICLE XXVIII

## PATENT POLICY

A. Reasons for the Patent Policy

Rider College has as its primary mission teaching and research and the unrestricted publication and use of the results of such research. The College, however, realizes that research of its faculty and students and staff may

result in inventions or discoveries which should be protected for one of the following reasons:

1. to promote the development of useful articles or processes which, because of prohibitively high costs involved, could not be adequately developed without patent or other protection;

2. to fulfill terms of a research contract with sponsoring agencies;

3. to encourage invention and insure adequate reward for the inventors;

4. to augment research facilities and research funds from the College's share of income derived from inventions or discoveries.

The intent of the following Patent Policy is to be consistent with this philosophy.

B. Implementation of Patent Policy

Authority to implement this Patent Policy and to decide questions of ownership of rights to inventions or discoveries and of the apportionment of interest among or between investigators and their associates shall be vested in the President of the College, with the advice and consultation of the Faculty Research and Patent Committee, established in Article XXVII, Section A, and in accordance with the academic governance procedure contained in this Agreement. Decisions relating to ownership or rights to inventions or discoveries shall in no way be deemed or construed as a determination of inventorship but merely as a determination of the allocation of academic and financial interest in such discoveries or inventions.

C. Principles of Ownership

Technical information, inventions, discoveries, and items of commercial importance resulting from investigations conducted by staff members, employees, or students of Rider College which

1. were financed in whole or in part from College funds, including that portion of an employee's salary which related to the work out of which the invention or discovery arose. (Granting of normal

salary to an employee is not considered financial support or research);

2. result from an employee's duties or a student's academic pursuit within the College; or

3. was conducted utilizing to a substantial degree the College's resources or facilities, shall be the property of Rider College. In the event that investigations result in a discovery or invention which may be patentable, the College reserves its right to protect such information, inventions, discoveries, and items and each shall be assigned to the College or its designees unless the College waives its rights to such assignment, in accordance with the terms of Section E of this Policy.

The College shall own all rights, title, and interest in such patents and shall reserve the right to direct the assignment thereof to others, except in the case of sponsored research projects where the contract between the College and sponsor specifies the assignment of patent rights to the sponsor.

D. Equity of Participants

The College, recognizing the interests of its staff members, employees, students, sponsors, or other cooperating agencies in inventions and patents arising from investigations, guarantees the following equity to participating parties:

1. Investigations and Research Financed Wholly by the College
The principles of ownership stated in Section C apply; the investigator will be compensated as provided for in Section E(1).

2. Investigations Sponsored by a Third Party
Contracts involving sponsorship of research at Rider College or collaboration between an investigator conducting research at Rider College and an outside agency which required that all, or a portion, of the rights in or to inventions and discoveries be given to the outside agency, shall be submitted to the Faculty Research and Patent Committee for its counsel and suggestions.

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The terms of the written agreement between the College and granting agency will be binding. Generally this agreement will provide for ownership of the patent to be vested in the College and that the sponsor will be granted a non-exclusive license to the patent (without sub-licensing rights) on the terms no less favorable than may be granted to any other licensee of the same patent. The inventor may be compensated as provided for in the agreement or as under Section E(1).

3. Investigations Conducted by Employees or Students in Whole or in Part on Their Own Time at Their Own Expense

Conditions under which the discovery was made shall be reported to the Chairperson of the Research and Patent Committee and ownership will be determined as follows:

a. A discovery made wholly at the expense of the investigator and not using College facilities or funds will be the private property of the individual and ownership will reside with him/her. If the investigator wishes to assign the invention or discovery to the College he/she may do so and the distribution of funds will be established by a written agreement between the investigator and the College. The assistance of the Research Corporation is still available to him/her as an individual, if he/she desires it.

b. When a discovery is made partly at the expense of the investigator with the use of College facilities or in the normal field of the individual's College employment, the Research and Patent Committee will recommend to the President a division of rights and compensation to the inventor or inventors and their associates, as outlined under Section E.

E. Compensation

Where the College has full ownership rights or where the College receives income from inventions made by employees or students, the inventor's compensation will be as follows:

1. Where inventions are assigned to and patented by the Research Corporation, 27.75% of the gross royalties will be received by the inventor, 27.75% by the College and 42.5% by the Research Corporation as stipulated in the contract with the Research Corporation.

2. Where inventions are administered by the College, the inventor receives 50% of the net income.

F. Notification of Possible Patents

It shall be the responsibility of the investigator or investigators and of each of their associates to alert the Chairperson of the Faculty Research and Patent Committee, the concerned department chairperson, the dean of his/her/their school and the President of the College, in writing, of any invention or discovery involving potentially patentable items and the conditions under which these discoveries or inventions were made.

Failure to report a discovery or invention of patentable or potentially patentable value may result in forfeiture of all or part of the defaulting investigator's equity in the discovery or invention and may be dealt with by the College as a breach of the Patent and Confidential Information Agreement referred to in Section G.

Once the interest of the College in the invention or discovery has been established, after careful consideration and on the advice of counsel, if desired, the Faculty Research and Patent Committee may recommend any one of the following:

1. If the patent rights of the invention are subject to the terms of a sponsor's contract or grant, the Committee shall recommend to the President that the inventor be directed to comply with the terms of the contract.

2. In the event that it should appear that the invention or discovery is in the interest of the public, the Committee shall recommend to the President that the inventor be directed to publish his findings in a professional journal or a special university publication.

3. The Committee may decide, in cooperation with the inventor, to recommend protection of

the invention or discovery through a patent. The Committee will then recommend to the President that the invention be turned over to the Research Corporation of New York or other non-profit patent administration organization for patenting in accordance with the terms of the contract then in effect or that the College secure the services of a patent attorney, or other specialists.

4. The Committee may decide to recommend exploitation of the invention as a commercial item. Any invention placed in commercial use but not patented by the College shall be subject to the same terms, conditions, and restrictions as any invention for which a patent has been obtained.

5. The Committee may, after careful review, find that the College has no further interest in the invention and may recommend to the President that the invention be referred to the inventor to exploit as he sees fit.

However, this Patent Policy does not in any way alter, change, or otherwise modify provisions of this Agreement concerning outside activities of bargaining unit members.

The President of the College, through the Chairperson of the Faculty Research Committee, must notify the investigator of the intention of the College to refer the invention or discovery to the Research Corporation, patent counsel, or other agents or agencies for the initiation of steps in the exploitation of the invention or discovery within ninety (90) days of the date of the investigator's disclosures in accordance with Section F hereof.

The College must cause such invention or discovery to be thereafter referred to the foregoing persons, corporations or agencies within six (6) months of the disclosure, or it shall be deemed that the College has waived its rights and interests in the discovery or invention and that the investigator or investigators may publish, disclose, or dispose of the results of his/her/their investigation as they may desire.

G. Confidentiality Agreement

The College may require the execution of a Patent and Confidential Information Agreement by

each present and future bargaining unit member at the time of his/her employment or thereafter at such time as it appears that such bargaining unit member shall be exposed to confidential information pertaining to patentable items or information, or is in a position to participate in discovery or invention of such items or information.

## ARTICLE XXIX

## SICK LEAVE

A. Schedule

Full-time members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule:

| Years of Service | | | | | | |
|---|---|---|---|---|---|---|
| More Than | But Less Than | Full Pay | 75% Pay | 50% Pay | 25% Pay | Total Weeks Compensated Sick Leave |
| 0 | 1 | 2 | - | - | - | 2 |
| 1 | 2 | 3 | 1 | 1 | 1 | 6 |
| 2 | 3 | 4 | 2 | 2 | 2 | 10 |
| 3 | 4 | 5 | 3 | 3 | 3 | 14 |
| 4 | 5 | 6 | 4 | 4 | 4 | 18 |
| 5 | 6 | 7 | 5 | 5 | 5 | 22 |
| 6 | 7 | 8 | 6 | 6 | 6 | 26 |
| 7 | 8 | 9 | 7 | 7 | 7 | 30 |
| 8 | 9 | 10 | 8 | 8 | 8 | 34 |
| 9 | 10 | 11 | 9 | 9 | 9 | 38 |
| 10 | 11 | 12 | 10 | 10 | 10 | 42 |
| 11 | 12 | 13 | 11 | 11 | 11 | 46 |
| 12 | 13 | 14 | 12 | 12 | 12 | 50 |
| 13 | 14 | 15 | 12 | 12 | 12 | 51 |
| 14 | | 16 | 12 | 12 | 12 | 52 |

B. Accrual

Unused sick leave may not be accrued.

C. Replacement

During the first two (2) weeks of sick leave taken by a member of the bargaining unit, the affected department shall cover the professional

assignments of such member of the bargaining unit. Thereafter, if such sick leave continues beyond the initial two-week period, the College shall secure a suitable replacement for such member of the bargaining unit.

D. Pregnancy and Childbirth Leaves

Disability by reason of pregnancy and child birth shall be covered by the above sick leave provisions.

E. Deductions

Compensation received by a member of the bargaining unit from Rider College or as a result of a benefit provided by Rider College in relation to illness or disability shall be deducted from any sick leave compensation hereunder. However, no such deduction shall be made for hospitalization and/or medical benefits received by such member of the bargaining unit.

F. Certification

The College may require bargaining unit members to provide medical certification of illness hereunder, after their use of ten (10) days of paid sick leave.

G. Coverage

Sick leave under this Article shall be available to full-time members of the bargaining unit for absence from normal College activities because of illness or personal injury.

## ARTICLE XXX

## COMPENSATION AND EMPLOYEE BENEFITS

A. Compensation

The College agrees to pay, on the following terms and conditions, to the members of the bargaining unit, the increases in compensation and the other fringe benefits referred to hereafter.

1. Across-The-Board Salary Increases

The following across-the-board increases in compensation shall be paid to those full-time members of the bargaining unit (and only to such persons) who were or are employed at the College on January 1 of the calendar year in which such increases shall take effect:

Across-the-board increases in base salary in the amount of 7% effective September 1, 1988, 6 1/2% effective September 1, 1989, and 6% effective September 1, 1990. Notwithstanding the foregoing, a full-time bargaining unit member will receive the applicable minimum base salary set forth hereinafter if such base salary is higher than the salary to which he/she otherwise would be entitled (after the across-the-board increase provided for herein).

2. Minimum Base Salaries

The following minimum base salaries by rank for full-time members of the bargaining unit shall be effective as set out hereafter:

| Rank | 9/1/88 | 9/1/89 | 9/1/90 |
|---|---|---|---|
| Professor | $43,820 | $46,670 | $49,470 |
| Assoc. Prof.; Assoc. Prof. - Librarian | 35,090 | 37,375 | 39,620 |
| Asst. Prof. II; Asst. Prof. II - Librarian | 31,060 | 33,080 | 35,065 |
| Asst. Prof. I; Asst. Prof. I - Librarian; Reading Clinician | 28,565 | 30,425 | 32,255 |
| Instructor; Instructor - Librarian | 26,425 | 28,145 | 29,835 |
| Athletic Staff III | 37,525 | 39,965 | 42,365 |
| Athletic Staff II | 29,775 | 31,710 | 33,615 |
| Athletic Staff I | 25,790 | 27,470 | 29,120 |

3. Longevity Increases

Full-time bargaining unit members with ten (10) or more years of full-time service at Rider College who have completed five (5) or more years in their current rank will be entitled to receive additional compensation if their base wage rate, during the prior academic year, was more than $1,500 below the mean average for their rank for that year. Such additional compensation shall be $500 for the rank of Professor or $400 for the rank of Associate Professor, or such lesser amount as is required to bring such bargaining unit members' wage rate within $1,500 of the mean average for such rank for the prior year. Such additional compensation shall be added to the current year's salary following implementation of the across-the-board wage increase.

4. Part-Time Salaries

a. Part-time members of the bargaining unit who held their current ranks as of January 1, 1988 shall receive a 7% increase in compensation effective September 1, 1988, a 6 1/2% increase effective September 1, 1989, and a 6% increase effective September 1, 1990, applicable to a base proportionate to the number of credits taught in a given semester (excluding the summer session).

b. Notwithstanding the foregoing, part-time members of the bargaining unit will receive the following applicable minimum base salary per course if such salary is higher than the salary to which they would otherwise be entitled after the foregoing across-the-board increase.

(i) Compensation for each three-hour undergraduate course by rank and effective date is stated below:

| Rank | 9/1/88 | 9/1/89 | 9/1/90 |
|---|---|---|---|
| Professor/ Athletic III | $2,200 | $2,345 | $2,490 |
| Associate Prof. | 2,040 | 2,175 | 2,310 |

| | | | |
|---|---|---|---|
| Assistant Prof./ Athletic II | 1,880 | 2,005 | 2,125 |
| Instructor/ Athletic I | 1,720 | 1,835 | 1,945 |

Part-time bargaining unit members who hold emeritus status shall receive no less than the minimum rate for Professor listed above.

(ii) Compensation for each three-hour graduate course by rank and effective date is stated below:

| Rank | 9/1/88 | 9/1/89 | 9/1/90 |
|---|---|---|---|
| Professor | $3,165 | $3,375 | $3,580 |
| Associate Professor | 2,895 | 3,085 | 3,275 |
| Assistant Professor | 2,630 | 2,805 | 2,975 |
| Instructor | 2,055 | 2,190 | 2,325 |

c. Full-time members of the bargaining unit who are paid on a contact hour basis, including faculty teaching in the summer session, in the School for Continuing Studies, and on an "overload" basis shall receive the same applicable base compensation by rank as listed in Section b, except that bargaining unit members teaching in the undergraduate summer session shall receive $200 more than the applicable listed rate.

5. Promotion Bonuses

The College agrees to pay a one-time bonus (not a part of base salary) to full-time bargaining unit members for the following promotions, payable as of the effective date of such promotion:

a. for promotion to Associate Professor or Athletic Staff III - $375.

b. for promotion to Professor - $500.

If a promotion to a rank entails raising a bargaining unit member to the rank minimum for

the new rank and if that raise to the rank minimum exceeds the normal across-the-board percentage increase, the amount in excess of the normal percentage increase shall be subtracted from the applicable bonus amount.

6. Doctoral Bonus

In the academic year following completion of an appropriate, initial, earned doctoral degree, a continuing bargaining unit member who was employed by the College at the time of the awarding of the degree shall receive an increase in his/her annual base salary of $2,000. Such increase in annual base salary shall take effect as of September 1 following the completion of the degree.

7. Overtime Rates for Librarians

Work performed by librarians during the following hours will be compensated at the rate of $25 per hour:

a. 11:00 p.m. to midnight on Monday through Friday;

b. 5:00 p.m. to midnight on Saturday;

c. 11:00 a.m. to midnight on Sunday;

d. any day designated by the College administration as a College holiday.

8. Compensation for Governance Committee Service

Bargaining unit members who serve on the College and school Academic Policy Committees shall be entitled to compensation for such service as follows:

a. Chairperson of the College Academic Policy Committee - $1,600 per year;

b. Chairperson of the school Academic Policy Committees - $1,250 per year;

c. committee members who simultaneously serve on both the College and a School Committee - $950 per year;

d. other Committee members - $700 per year.

9. Weekly Rates for Part-Time Seasonal Athletic Staff

Part-time, seasonal athletic staff members shall be compensated at the weekly rate of $165 during the period of their employment.

10. Twelve-Month Rate for Athletic Staff

Full-time members of the professional athletic staff who are appointed on a 12-month basis rather than on a 10-month basis shall have added to their base pay an amount equal to the overload rate for one (1) three-credit undergraduate course applicable to their rank. Such added compensation shall pertain only to the year(s) for which such 12-month appointment is made.

B. Employee Benefits

1. Information on Insured Benefits

The College shall provide to the AAUP, upon its written request, information concerning the costs and expenses related to the College's medical, life insurance, and disability insurance programs, so as to enable the AAUP to enter into discussions with the College, on a knowledgeable basis, concerning the efficiency and cost-effectiveness of the manner in which the College provides such insured employee benefits. This information may include, but shall not be limited to, premium costs, related census information, vendor commissions, and retention figures. The College shall not be required to provide information which invades the privacy of any of its employees, but, instead, shall provide data in an aggregated, summary form, so as to maintain the anonymity of the individuals for whom such data are reported.

2. Health Benefits

a. The College will underwrite the cost of a health benefits plan at least equal in benefits to the plan in effect for members of the bargaining unit on August 31, 1988. Included in the plan will be the following riders and enhancements:

(i) Medical Emergency Room Rider;

(ii) Assistant Surgeon Rider;

(iii) Rider J with a $400 maximum limit for x-ray and laboratory services;

(iv) two physicians' personal consultations and examinations of an in-patient per hospital stay will be covered under the hospital expense benefits;

(v) obstetrical care coverage for female dependent children will be covered under hospital expense benefits;

(vi) no lifetime maximum on benefits available under the major medical expense allowance for all covered persons, including retired former employees;

(vii) medical expenses for outpatient services for mental and nervous disorders, including substance abuse problems, will be partially reimbursable at 50% of such expenses up to a maximum of $2,500 per year of such expenses;

(viii) except for persons with whom the College has entered into an agreement under Article XXXII, which agreement provides otherwise, medical expenses shall be reimbursed under the College's major medical plan, after the appropriate deductible limit is met, at 80% of the first $10,000 of covered expenses during a calendar year and 100% of the balance of such year's covered expenses, for all covered persons, including retired former employees.

b. The major medical plan will have a $200 annual deductible.

c. Medical and surgical benefits will be provided for uncomplicated procedures on an outpatient basis, except where an employee's own physician finds hospitalization medically necessary. Benefits for non-emergency surgical procedures will be provided only when a second opinion is obtained.

d. The parties agree that the College shall have the right to change

insurance carriers after consultation with the AAUP as long as the benefits provided are equal to or better than those presently provided.

e. It is understood that individual full-time members of the bargaining unit will pay for extending their individual coverage to include their families either at their own expense or with sums available through the flexible spending program described in Section B(6) of this Article.

3. Total Disability Insurance

The College agrees to maintain in effect the Total Disability Insurance Plan so as to cover a full-time bargaining unit member's inability to engage in his/her occupation for a period up to two (2) years, with coverage thereafter as presently provided for inability to engage in any occupation for which he/she is reasonably fitted by education, training, or experience. Further, the College agrees to pay the cost of the employee's share which, together with the College's share, is equal to 12% of base salary of the annuity premium for such employees who are participants in the regular College retirement program either by providing a waiver of annuity premium benefit through the appropriate insurance carrier or by directly underwriting the cost itself. Effective September 1, 1990, the limit on total disability insurance payments shall be increased from $2,500 per month to $3,000 per month.

4. Tuition Remission

a. Except as set out hereafter, the College will continue its past practice (as set out in Appendix A) with respect to tuition remission.

b. Part-time members of the bargaining unit, during a semester in which they are teaching, may enroll their dependents (as defined by past practice) in one (1) three-credit Rider College undergraduate course without payment of tuition.

c. Adjunct members of the bargaining unit who have taught more than six (6)

courses or coached more than six (6) athletic seasons at Rider College and who are eligible may enroll for graduate courses at Rider, paying 50% of the then applicable tuition.

d. Reading Clinicians may enroll in Rider College graduate courses without payment of tuition.

e. As a condition of eligibility for tuition remission, bargaining unit members or the applicable members of their families, shall be required either to file with the College's Office of Financial Aid completed application forms for scholarship assistance from State and Federal sources as well as from any other source, or demonstrate that such forms have been filed with the appropriate granting agencies. It shall be the responsibility of the College to provide or recommend the forms reasonably required to be filed hereunder. The College will use its best efforts to maintain the confidentiality of application forms filed with the College's Office of Financial Aid.

Any scholarship assistance obtained from State, Federal, or other sources shall be credited toward the applicable tuition charges for attendance by the bargaining unit member or the applicable member of his/her family.

5. Life Insurance

The amount of Life Insurance will be equal to two (2) times the annual base salary of the full-time bargaining unit member to a maximum benefit of $150,000. At retirement, a full-time bargaining unit member's life insurance coverage shall be reduced by no greater than 20% per annum to a figure no less than $5,000.

6. Flexible Spending Package

The College will continue to administer a flexible plan pursuant to which full-time members of the bargaining unit may elect to reduce their salary and utilize such monies to purchase certain additional benefits as

provided below. In addition, the College will provide to each full-time member of the bargaining unit with one (1) or more full years of service at the College the sum of $300 per year during the 1988-89 and the 1989-90 academic years, and the sum of $400 for the 1990-91 academic year, to be utilized by such bargaining unit members to pay for any medical or dependent care or other benefits allowed by law for such plans.

7. Health Benefits for Part-Time Faculty

a. Medical Plan

Part-time bargaining unit members who teach three (3) courses in any semester or who are on annual appointments to teach at least twelve (12) credits during the academic year and Reading Clinicians who are on at least half-time appointments are eligible for coverage by the College's medical insurance plan or HMO coverage. The College will pay for individual medical insurance during those semesters when the part-time unit member is teaching three (3) courses. During the summer and during semesters when the part-time unit member is teaching fewer than three (3) courses, coverage will be at the part-time unit member's own expense.

b. Disability Insurance and Retirement Plan

(i) Part-time bargaining unit members who have taught an average of fifteen (15) credit hours per year during the five-year period immediately preceding the year during which they apply for coverage under the College's disability insurance program and participation in the College's pension plan are eligible for such coverage and participation on the same basis as full-time members of the bargaining unit provided that such individuals make initial application to the College for such coverage and participation. Such individuals will continue to be covered under the disability program and the pension plan in subsequent years if they

continue to maintain eligibility by having taught an average of fifteen (15) credit hours per year during each five-year period immediately preceding the year in question.

(ii) Part-time members of the bargaining unit who are on annual appointments to teach at least twelve (12) credits during the academic year and Reading Clinicians on at least half-time appointments are eligible to participate in the same retirement plan provided to full-time bargaining unit members.

8. Individual Purchase of Health Insurance
Bargaining unit members who are not otherwise eligible for the College's medical insurance plan or HMO coverage under this Agreement may, at their own expense and to the extent permitted by the insurance carrier, purchase such coverage under the College's group plan.

9. Vacation Days for Reading Clinicians
Reading Clinicians shall be entitled to twenty (20) paid days of vacation annually. Reading Clinicians may accumulate and carry over to a subsequent year up to a maximum of ten (10) days of paid vacation, provided that the staffing needs of the Reading Clinic are met at the time that such carry-over vacation is to be taken. Five (5) days of paid vacation which are accumulated and carried over to a subsequent year will not be compensated for in the event of the termination of the employment of the affected Reading Clinician.

10. Direct Deposit
The College shall continue in effect a direct deposit plan, provided minimum participation is available, that will allow bargaining unit members the option of having their payroll checks deposited directly into their bank accounts.

11. Day Care Study Committee
If the College has not initiated a day care program by September 1, 1990, the parties agree that a joint committee shall be established to explore the feasibility of establishing such a program at the College.

12. Continuation of Employee Benefits
Employee benefits currently in effect for bargaining unit members, which benefits are not specifically mentioned in this Article, shall be continued in effect.

## ARTICLE XXXI

## SALARY ADJUSTMENT

A. Conditions for Salary Adjustment

In the event that a full-time member of the bargaining unit who has been employed by Rider College for at least four (4) years receives an offer of full-time employment from another institution of higher education, upon the presentation to the College of a written offer of appointment signed and dated by an appropriate agent of the offering institution, the College may take any of the following actions with respect thereto:

1. Increase in Base Wage to Equal or Exceed Outside Offer
The College may offer to increase the base wage rate of such bargaining unit member to an amount that either exceeds or equals the wage rate being offered by the other employer;

2. Increase in Base Wage to Less Than Outside Offer
The College may offer to increase the base wage rate of the bargaining unit member by an amount that is less than the wage rate being offered by the other employer; or

3. No Increase in Wages
The College may decline to make any offer of an increase in the wage rate of the bargaining unit member.

B. Procedures for Salary Adjustment

Responses by the College to offers of employment received by bargaining unit members shall be in writing and the College shall be limited to only one (1) such offer. Copies of the documentation of the offer of employment from another employer, together with the College's written offer in response thereto, shall be forwarded to the AAUP by the College. Upon

receipt of any such offer of increased compensation, which, if accepted, shall be made effective with the commencement of the next ensuing semester, the affected bargaining unit member shall be required to indicate, in writing, to the College, whether the College's offer is accepted. Such written response by the bargaining unit member shall be provided to the College within fifteen (15) days of the receipt of the offer from the College and a copy of the response shall be provided to the AAUP by the College.

## ARTICLE XXXII

## RETIREMENT AGE AND RETIREMENT BENEFITS

A. Retirement Age

The normal retirement age of full-time bargaining unit members shall be sixty-five (65) years of age. The mandatory retirement age of full-time tenured bargaining unit members shall be seventy (70) years of age. Any full-time tenured bargaining unit member who is seventy (70) years of age before September 1 of any year shall remain in the employ of Rider College only if both the College and the affected individual agree. If such an individual wishes to remain at the College beyond his/her 70th year, he/she shall make application through his/her department or staff. The members of the department or staff shall make a written recommendation to the dean, Director of Athletics, or Director of Library Services with respect to the individual's request for continuation of his/her employment and the College will consider such recommendation in making appointments or reappointments of such an individual. If the department's or staff's recommendation is received by the dean, Director of Athletics, or Director of Library Services by November 15, the College will advise the affected individual of its decision by December 15.

B. Limit on Length of Appointment

Appointments of individuals beyond the mandatory retirement age shall not extend beyond one (1) year terms.

C. Negotiated Retirement Terms

Members of the bargaining unit who have not yet attained the minimum age to be eligible for the early retirement benefits referred to in Section D and the College shall be free, on a case-by-case basis, to negotiate directly and agree upon the terms and conditions of retirement of any such member of the bargaining unit. Terms agreed upon with respect to one individual shall not bind the College to offer or agree upon the same or similar terms with respect to any other individual.

D. Early Retirement

Full-time bargaining unit members shall be eligible to apply for early retirement benefits under this Article between the ages of sixty-one (61) and sixty-six (66) as set out hereinafter. In order to be eligible for an early retirement benefit, a bargaining unit member must have completed at least ten (10) years of full-time employment at the College before retirement. Requests for early retirement must be received by the College by November 15 and will be effective at the conclusion of the academic year in which such request is received by the College. Early retirement benefits shall be as follows:

| Age as of May 31 at Conclusion of Academic Year in which Early Retirement Request is Received by the College | Retirement Benefit |
|---|---|
| 61 | 200% of final year's annual base salary |
| 62 | 175% of final year's annual base salary |
| 63 | 160% of final year's annual base salary |
| 64 | 125% of final year's annual base salary |
| 65 | 100% of final year's annual base salary |
| 66 | 50% of final year's annual base salary |
| 67 or older | Early retirement benefit not applicable. |

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1. Standard Methods of Payment
The foregoing early retirement benefit shall be paid to the retiring individual over a three (3) year period commencing in September following the November notification to the College requesting such early retirement. One-third of such early retirement benefit shall be paid in a lump sum on the first regular faculty payroll date in such September. The balance of such early retirement benefit shall be paid to the retiring individual in equal installments paid on the regular payroll dates commencing in the September of the subsequent school year and extending through that school year and the following one. Thus, early retirement benefits will be paid as follows:

a. one-third in a lump sum in September of the first school year following retirement and two-thirds in equal installments over the second and third school years following retirement, or

b. equal monthly installments over three (3) years.

2. Alternate Methods of Payment
If the candidate wishes to arrange an alternative method of payment, he/she shall present a written plan to the appropriate administrators. If this plan or a viable alternative is approved by the potential retiree, the Vice President for Academic Affairs and Provost, and the Executive Committee of the AAUP, in writing, it shall be implemented. If not approved by any one of the three (3)parties, the method of payment specified in the previous paragraph shall hold.

E. Medical Insurance for Early Retirees

The College agrees to continue to pay on behalf of individuals who retire early hereunder their respective shares of all medical, hospital, and insurance benefits provided by the College for other bargaining unit members until such individuals reach the age of seventy (70), provided that the applicable insurance carrier permits such continuation. After achieving age sixty-five (65), Medicare Part B shall become a retiree's primary medical plan and the College's

health benefits plan or HMO will provide secondary coverage.

After reaching the age of seventy (70), members of the bargaining unit who have retired shall, to the extent permitted by the applicable insurance carrier, be permitted to participate in, and make payment at their own expense, for continued group rate membership in the College's health benefits and major medical insurance plans or an HMO.

## ARTICLE XXXIII

## SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

## ARTICLE XXXIV

## LENGTH OF CONTRACT; FUTURE NEGOTIATIONS

A. Expiration of Contract

This Agreement shall be effective as of the date of its execution, except as specifically provided herein, and shall expire on the 31st day of August, 1991.

B. Future Negotiations

The parties shall commence negotiations toward a new collective bargaining agreement on or about June 1, 1991. Prior thereto, both the AAUP and the College shall exchange proposals for inclusion in such new collective bargaining agreement by May 1, 1991.

## ARTICLE XXXV

## ENFORCEABILITY

A. Parties to Enforcement

This Agreement shall be binding upon and is exclusively between the Rider College Chapter of the AAUP and Rider College. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and by Rider College unless otherwise specifically provided herein.

B. Parties Authorized to Act for the College

No department chairperson acting for the College under this Agreement who has not been duly appointed under the terms of this Agreement (except the associate deans or directors who direct graduate divisions) shall carry out administrative functions under this Agreement.

C. Priority of This Agreement

The rights, privileges, and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into and made part of any individual agreement between such member and the College. In the event of a conflict between terms of any individual agreement and the terms of this Agreement, the latter shall be controlling.

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## ATTESTATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: Lawrence Township
New Jersey
December 12, 1988

| Rider College | Rider College Chapter of the American Association of University Professors |
| --- | --- |
| J. Barton Luedeke | Hope N. Tillman<br>President |
| Ryllis M. Fiske | Chief Negotiator |
| Richard S. Rush | Robert J. Pointer |
| David E. Sorical | |
| Christina B. Petruska | John W. Long |
| D. D. McBarron | Edward E. Fitchett |

## APPENDIX A

## TUITION REMISSION

The following text represents past practice as to tuition remission:

A. Attendance at Other Accredited Institutions

1. Tuition Payment for Children
Rider College shall pay tuition for each child of a full-time faculty member currently enrolled as a full-time undergraduate student in any accredited college or university within the United States or any institution of equivalent standing in the United States or elsewhere. Tuition normally will be paid directly to the institution which the student is attending. Undergraduate tuition on behalf of any one (1) student will not be paid for more than four (4) academic years including time spent at Rider College as a full-time undergraduate student.

2. Definitions of "Child" and "Full-Time Faculty Member"
As used in the above paragraph, "child" means an unmarried person, under twenty-four (24) years of age, who is the natural child, stepchild, or adopted child of a full-time faculty member. In the case of a stepchild or an adopted child, the full-time faculty member must have assumed parental responsibility before the child's 13th birthday. In the case of a child who has served in the military service or in institutionalized social service, the maximum age limit is twenty-seven (27) years.

3. Extent of Tuition Payments
Rider College will pay the actual tuition charged the student up to 80% of the amount of tuition and fees Rider College charges its undergraduate students for a full academic year.

4. Cessation of Tuition Payments
Tuition payments on behalf of a child will cease upon termination of employment of the full-time faculty member at Rider College,

except in cases of retirement, leave of absence, or death.

5. Continuation of Tuition Payments During Retirement

Tuition payments shall continue during the retirement of a full-time faculty member.

6. Continuation of Tuition Payments During Leaves

Tuition payments shall continue while the full-time faculty member is on leave of absence (sabbatical, sick, or for other purposes), provided that Rider College may require that before it makes any such payment, the full-time faculty member deposit with it an equivalent sum of money to be held in escrow. Two (2) years after he/she returns to full-time employment status, such sums shall be returned to the full-time faculty member, or, if he/she shall die before the end of such period, the sums shall be paid to his/her estate. If he/she voluntarily terminates his/her employment before said two-year period, such sums shall revert to Rider College.

7. Continuation of Tuition Payments After the Death of a Full-Time Faculty Member Who Has Served Less Than Five (5) Years

If a full-time faculty member dies while in service, and at his/her death shall have served Rider College as a full-time faculty member for a period of less than five (5) years, tuition shall continue to be paid for a period of one (1) year from the date of his/her death, provided that at the time of death, the child shall have been currently enrolled or accepted for full-time enrollment at any accredited college or university or equivalent institution.

8. Continuation of Tuition Payments After the Death of a Full-Time Faculty Members Who Has Served at Least Five (5) Years

If a full-time faculty member dies while in service, and at his death shall have served Rider College as a full-time faculty member for a period of at least five (5) years, tuition shall continue to be paid until the student shall have completed four (4) academic years of full-time undergraduate study, provided that at the time of death, the child shall have been currently enrolled or accepted

for a full-time enrollment at any accredited college or university of equivalent institution.

9. Provisions for Secretarial, Clerical, Maintenance, and Custodial Employees

Rider College shall pay tuition for each child of a secretarial, clerical, maintenance, or custodial employee who has completed three (3) successive years of employment at Rider College, currently enrolled as a full-time undergraduate student in any accredited college or university within the United States or elsewhere, up to 40% of the amount of tuition and fees Rider College charges its undergraduate students for a full academic year. Payments will be made on the same basis and in an equivalent manner as provided in Sections 1 through 7 above.

B. Attendance at Rider College

1. Tuition for Employees and Household Members

A full-time faculty member, as defined in Section A(2) above, or a full-time employee of Rider College who has completed one (1) full year of continuous employment at the College, and certain members of his/her household, may attend Rider College--including day, evening, summer, and interim sessions--as full-time or part-time undergraduate students, completely exempt from the payment of tuition, but shall be charged all fees, including laboratory, books, and supplies.

2. Graduate Tuition for Employees and Household Members

A full-time faculty member, as defined in Section A(2) above or a full-time employee of Rider College who has completed one (1) full year of continuous employment at the College, and certain members of his/her household, may attend Rider College as full-time or part-time graduate students exempt from the payment of one-half of the tuition charge, but shall be charged all fees, including laboratory, books, and supplies.

3. Definition of Household Members

As used in the above paragraphs, "certain members of his/her household" means spouse, widow, widower, son (natural or adopted), stepson, daughter (natural or adopted), or

stepdaughter, who reside at the domicile of the full-time faculty member, or the full-time employee of Rider College, or resided there at his/her death, or a "child" as defined in Section A(2). In the case of a stepchild or an adopted child, the full-time faculty member or the full-time employee must have assumed parental responsibility before the child's 13th birthday.

4. Credit Courses for Faculty Members
Except in unusual circumstances, cleared through the Vice President for Academic Affairs and Provost, a faculty member who holds an academic appointment as Assistant Professor, Associate Professor, or Professor, is not expected to take Rider College graduate or undergraduate courses for credit.

5. Cessation of Tuition Remission
Exemption from tuition at Rider College ceases upon termination of employment of the full-time faculty member or the full-time employee at Rider College, except in cases of retirement, leave of absence, death, or lay-off (under terms specified in Article XIV, Section J).

6. Continuation of Tuition Remission During Retirement
Exemption from tuition at Rider College shall continue during the retirement of a full-time faculty member or a full-time employee.

7. Continuation of Tuition Remission During Leaves
Exemption from tuition at Rider College shall continue while the full-time faculty member is on a leave of absence (sabbatical, sick, or for other purposes), provided that Rider College may require that before it grants any such tuition exemption, the full-time faculty member deposit with it, a sum of money equivalent to the tuition that would normally be charged, to be held in escrow. Two (2) years after he/she returns to full-time employment status, such sums shall be returned to the full-time faculty member, or, if he/she shall die before the end of such period, the sums shall be paid to his/her estate. If he/she voluntarily terminates his/her employment before said two-year period, such sums shall revert to Rider College.

8. Continuation of Tuition Remission for Certain Household Members After the Death of a Full-Time Faculty Member Who Has Served Less Than Five (5) Years

If a full-time faculty member dies while in service, and at his/her death shall have served Rider College as a full-time faculty member for a period of less than five (5) years, and certain members of his/her household as defined in Section B(3) above, are currently enrolled or have been accepted for enrollment as full-time or part-time undergraduate students at Rider College, or full-time or part-time graduate students at Rider College, the exemption from tuition shall continue for a period of one (1) year from the date of his death.

9. Continuation of Tuition Remission for Children After the Death of a Full-Time Faculty Member Who Has Served at Least Five (5) Years

If a full-time faculty member dies while in service, and at his/her death shall have served Rider College as a full-time faculty member for a period of at least five (5) years, the exemption from tuition at Rider College for certain members of his/her household as defined in Section B(3) above, shall continue for a period of five (5) years from the date of his/her death.

10. Continuation of Tuition Remission for Children After the Death of a Full-Time Faculty Member Who Has Served at Least Five (5) Years

If a full-time member dies while in service, and at his/her death shall have served Rider College as a full-time faculty member for a period of at least five (5) years, any of his children, as defined in Section A(2) above, if they attend Rider College, shall be exempt from tuition for undergraduate courses only.

11. Continuation of Tuition Remission for Certain Household Members After the Death of a Full-Time Employee

If a full-time employee of Rider College dies while in service, and certain members of his household as defined in Section B(3) above, are currently enrolled or have been accepted for enrollment as full-time or part-time undergraduate students at Rider College, the exemption from tuition shall continue for a

period of one (1) year from the date of his/her death.

C. Resolution of Disagreements

Grievances arising under this Appendix may be processed through the grievance procedure set forth in Article XXI.